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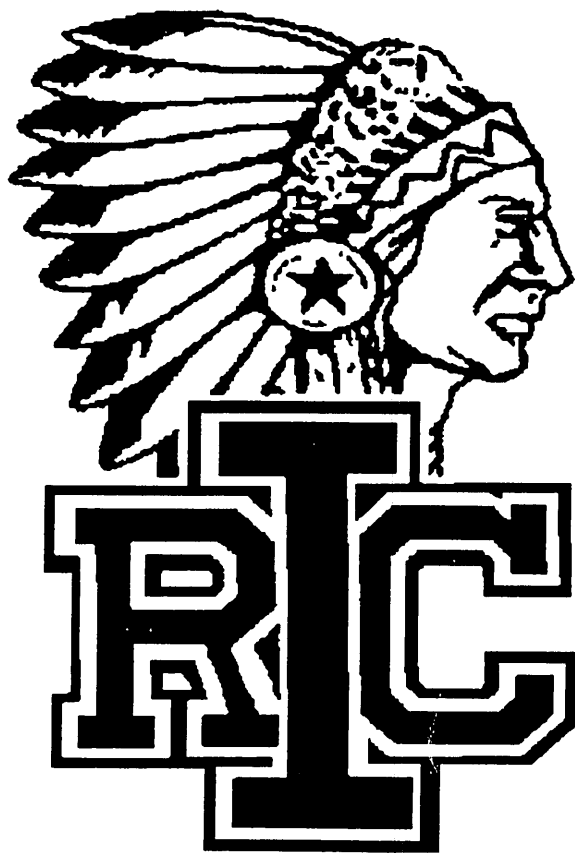
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Indian River Central School District
And Indian River Education Assn

SD
TA

COLLECTIVE BARGAINING AGREEMENT



between

INDIAN RIVER EDUCATION ASSOCIATION

and

INDIAN RIVER BOARD OF EDUCATION

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

2001-2004

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RECOGNITION

The Indian River Central School Board of Education hereby recognizes the Indian River Education Association as the exclusive negotiating agent for the teachers and teaching assistants in such unit.

The Board and the Association recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of the Indian River Central School System. The Board recognizes that it must operate in accordance with all statutory provisions of the State, and such other rules and regulations as are promulgated by the Commissioner of Education in accordance with such statutes. The Board cannot reduce, negotiate or delegate its legal responsibilities.

ARTICLE 1

PROFESSIONAL NEGOTIATIONS

A. Negotiating Teams

Designated representatives of the Superintendent of Schools will meet with representatives designated by the Association for the purpose of discussing and reaching mutually satisfactory agreements.

B. Opening Negotiations

Upon the request of either party for a meeting to open negotiations in the year the contract expires, not more than fifteen (15) days following the request a mutually acceptable meeting date shall be set. Such meeting shall be held on or before February 15 unless a delay is mutually agreed upon. The party requesting the first meeting will present all its proposals in detail at that meeting. The proposals will be in such detail and in the form that the proposing party wishes them to be written in the contract. At the second meeting the other party will respond in the same manner.

The second meeting and all necessary subsequent meetings shall be called at times mutually agreed to by the parties.

C. Negotiating Procedures

1. Designated representatives of the Superintendent of Schools shall meet at such mutually agreed upon places and times with representatives of the Association for the purpose of affecting a free exchange of facts, opinions, proposals and counter proposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters under negotiations. Following the initial meeting, such additional meetings shall be held as the parties may require reaching an understanding or until an impasse is reached. Meetings shall not exceed four hours, unless an extension of time is mutually agreed upon. Meetings shall be held at a time other than the regular school day.

2. If the parties have not reached agreement by April 1, either party may request the State Public Employment Relations Board to assist in resolving the dispute.

The Board, the Superintendent of Schools, and the Association, in accordance with reasonable request, agree to furnish all available information concerning financial resources of the

district, allocations, and such other information pertinent to matters under negotiations.

During negotiations, the Board and the Association shall present relevant data, exchange points of view, make proposals and counter proposals. Both parties shall make available to each other for inspection all records pertinent to matters being negotiated. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiation. If either the Board or the Association invites an outside consultant to attend a negotiating meeting, advance notice will be given the other party. Neither party in any negotiations shall have any control over the selection of the negotiating team or negotiating representatives of the other party.

While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals and reach compromises in the course of negotiations.

3. When the Board and Association reach a tentative agreement on individual items in the course of negotiations, a mutually acceptable statement on each item will be drafted by the chief spokesman for each party, and each will initial the draft as an indication of tentative agreement.

D. It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

E. To avoid misunderstandings regarding contractual changes or changes involving mandatory terms and conditions of employment, the parties agree that any agreement to such change will be reduced to writing and signed by the Superintendent of Schools. The change will not (except in a case of necessity) be implemented until signed by the President of the Indian River Education Association.

If a bona-fide emergency requires an immediate change, the assent of the union will be negotiated as soon as possible.

ARTICLE 2

GRIEVANCE PROCEDURE

A. Purpose

It is the policy of the Board and the Association that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement, but shall not be precedents in a later grievance proceeding.

B. Definitions

1. A "grievance" is any alleged:
 - a. violation of this agreement or dispute with respect to its meaning or application, or
 - b. unilateral change of any term or condition of employment subject to mandatory negotiations.
2. A "unit member" is any person in the unit covered by this agreement.
3. An "aggrieved party" is:
 - a. the affected unit member or group of members who submit a grievance or on whose behalf it is submitted, and
 - b. the Indian River Education Association.
4. An "immediate supervisor" is the staff member's immediate supervisor for the responsibility in dispute who is not a member of the bargaining unit. The immediate supervisor can be the Building Principal, the Director of Health, Physical Education, Recreation and Athletics, or the Supervisor of Pupil Personnel Services/Special Education.

C. Submission of Grievances

1. The aggrieved party must first attempt to resolve the grievance with the appropriate immediate supervisor. The initial meeting with the immediate supervisor shall be made

orally by the grievant, in the company of a union representative if so elected by the grievant. Such meeting must take place within ten (10) school days or fourteen (14) calendar days after the grievant knew of the events or conditions on which it is based. At such meeting the grievant, or the union representative shall explicitly notify the immediate supervisor that the meeting is in relation to a possible grievance. The immediate supervisor shall respond within two (2) school days of such meeting; failure to respond within such time shall be deemed a denial of the grievance.

2. If not resolved informally, the aggrieved party will provide the immediate supervisor with information in writing which is required by Section C.3 below. Such submission shall be made within twenty (20) school days or thirty (30) calendar days, whichever is shorter, after the aggrieved knew of the events or conditions on which it is based.
3. Each grievance shall be submitted in writing to the immediate supervisor or the Superintendent of Schools in writing on a form approved by the Board and the Association and shall identify the aggrieved party, the provision(s) of this Agreement, or unilateral change as outlined in B.1.b. above, involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, specific statement of the grievance, names of witnesses to the event known to the grievant, relevant documents and records in possession of the grievant or the IREA concerning the alleged grievance and the redress sought by the aggrieved party.
4. A grievance shall be deemed waived unless it is submitted within twenty (20) school days or thirty (30) calendar days, whichever is shorter, after the aggrieved party knew of the events or conditions on which it is based. If the events giving rise to the grievance occur between July 1 and August 31, the time for bringing the grievance will not begin until September 1.
5. In the event that during the course of its investigation of the grievance the District and/or the IREA discovers the names of witnesses to the grievance, or records or documents relative to the grievance, such party shall provide a copy of such names and/or information to the other party within ten (10) school days of obtaining such information.

D. Grievance Procedure

1. The immediate supervisor shall respond in writing to each grievance received. If an aggrieved party is not satisfied with the response of the immediate supervisor or if no response is received within five (5) school days after the submission of a grievance, such aggrieved party may submit a copy of the grievance to the Superintendent of Schools within five (5) school days after the response should have been received.

2. The Superintendent of Schools or his designated representative shall, upon request, confer with the aggrieved parties and/or a representative of the Association with respect to the grievance and shall deliver to the aggrieved party a written statement of his position with respect to it not later than ten (10) school days after it is received by him.

3. In the event that the immediate supervisor or the Superintendent meets with a witness who is a member of the IREA, such administrator shall advise the witness of his/her right to have an IREA representative present during such interview.

E. Arbitration

1. If the Association is not satisfied with the decision of the Superintendent of Schools it may pursue the grievance to arbitration by forwarding a Demand for Arbitration to the American Arbitration Association within fifteen (15) calendar days of receipt of the written decision. The parties will be bound by the rules of the American Arbitration Association.

2. The arbitrator's decision will be in writing and will set forth his findings, reasonings and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement. The decision of the arbitrator shall be binding.

3. The cost for the services of the arbitration will be shared equally by both parties to the dispute.

4. Submission of a grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise could be available.

5. It shall be a condition precedent to arbitration that all persons reasonably known to be necessary (and willing to participate) for a full resolution of the dispute be parties to the arbitration.

ARTICLE 3

UNIT MEMBER RIGHTS

A. Member Rights

Members of this negotiating unit are insured the right to the following:

1. Join and participate in any representative organization which complies with Article 14, The Public Employees' Fair Employment Act, without reprisal from the Board of Education or any of its representatives.

2. Attend any regular or special Board of Education Meeting.

3. Receive an up-to-date copy of the negotiated contract or in the case of multiple-year agreement, a copy of pertinent revisions annually.

4. Any written laws, rules, regulations, or policies which are adopted after July 1, 1974, which affect members in the exercise of their assigned duties will be forwarded as follows: six (6) copies to the Association President; five (5) copies for distribution to each of the building representatives, and one (1) copy to be retained by the Association President.

5. Receive notice whenever their names are included in the minutes of the Board of Education meeting other than at their request.

6. Any written complaint made to supervisory personnel about a member will be reported to the member involved.

B. Personnel File

1. No material derogatory to a member's conduct, service, character, or personality shall be placed in the "official personnel file" maintained in the district office unless the member has had an opportunity to examine the material. A member will be considered to have had the opportunity to examine the material when either he or she has been shown the material in person or a copy has been sent by certified mail, return receipt requested, directed to the member's last address on file in the district office. When a member is shown the material in person, he/she shall acknowledge that he/she has examined such material by immediately affixing his/her signature on the actual copy to be filed with the understanding that such signature does not necessarily indicate agreement with its content.

However, an incident which has not been reduced to writing by an administrator within sixty (60) days of its discovery or its occurrence, whichever is later, exclusive of the summer vacation

period, may not later be added to the file.

2. The member shall have the right to answer, within fifteen (15) school days, any material filed, and his/her answer shall be attached to the file copy. Prior to the filing, the appropriate administrator shall acknowledge that he/she has examined such material by immediately affixing the date and his/her signature on the member's answer. Such signature does not necessarily indicate agreement with the member's reply. Inaccurate and/or incorrect material will be immediately removed from the file.

3. Upon the request by the member, he/she shall be permitted to examine material in his/her personnel file and have copies made. This shall be done by the member or by the member and his/her authorized representative at the district office during regular working hours that office is open. The right to examine and copy material in a "personnel file" does not include the right to examine and/or copy pre-employment recommendations or pre-employment evaluations.

4. Only material in the official personnel file may be used in any disciplinary action by the District. The only exception shall be where the material is relevant and where there is a reasonable explanation as to why such material was not included in the file previously; for example, when a single specific incident has just occurred and is the basis for the action taken.

5. No written material from a unit member's official personnel file shall be forwarded to a prospective employer without the member's permission. This is not intended to limit candid references requested of the District.

C. IREA Rights

Indian River Education Association is insured the right to:

1. After coordinating with the Building Principal, hold meetings in the school buildings of the district whenever necessary, other than regular school hours.

2. Use duplicating facilities of the Indian River Central School District to reproduce whatever materials the Association finds necessary in the process of negotiations. The District must be reimbursed by the Association for all materials, supplies and personal services required during the process of negotiations. Facilities and equipment such as duplicating machines may be used without reimbursement provided there are no additional costs to the District. However, where there is added cost (such as Xerox copies or long distance telephone calls) the Association will reimburse the District for actual charges and expenses.

3. Receive, through its President, notice of Special Board of Education Meetings that would pertain to the welfare of the members.

4. Receive, through its President, copies of any correspondence to unit members that relate to initial assignment, salary, credit hours, degrees, salary step, certification, and any changes which thereafter occur.

ARTICLE 4

STUDENT DISCIPLINE AND UNIT MEMBER PROTECTION

The Board of Education shall save harmless and protect all members from financial loss arising out of any claim, demand, suit or judgment by reason of alleged negligence or other acts resulting in accidental bodily injury to any person within or without the school building, provided such member at the time of the accident or injury was acting in the discharge of duties within the scope of employment and/or under the direction of the Board of Education.

Further, the Board of Education shall provide an attorney or attorneys for, and pay for such attorneys' fees and expenses necessarily incurred in the defense of, a member in any civil or criminal action or proceeding arising out of the disciplinary action taken against any pupil of the District while in the discharge of assigned duties within the scope of his/her employment, provided the member shall, within ten (10) days of the time he/she is served with any summons, complaint, process, notice, demand or pleading, deliver the original or a copy thereof to the Board of Education (Sections 3023 and 3028 of the Education Law).

Whenever a member is absent from school as a result of a personal injury caused by an accident or an assault occurring in or directly related to the course of employment, he or she will be paid the full salary but will repay to the District the amount of Worker's Compensation, if there is any, for the period not to exceed sixty (60) days and no part of such absence will be charged to the individual's annual or accumulated sick leave.

After the first sixty (60) days, the Board of Education will pay to a member receiving Worker's Compensation, the difference between such Worker's Compensation payment and 75 percent of their regular salary for a period of time measured by the individual's accumulated sick leave but not to exceed sixty (60) days. Such amounts are in place of all other payments and shall not be deducted from sick leave. When this benefit has been exhausted, the individual may use sick leave.

ARTICLE 5

SCHOOL CALENDAR

A. The instructional calendar for the Indian River Central School District will be no more than 186 days.

B. The Superintendent's Conference Day shall be held no earlier than the Wednesday before Labor Day. All members are required to attend the day designated as Orientation Day and to remain until all official school business has been concluded.

C. In the event that the Wednesday before Thanksgiving is not a scheduled day off, or a scheduled half-day off in accordance with the BOCES calendar, then IREA members will be scheduled only for one-half day of work on such day. In the event that the BOCES calendar schedules such Wednesday before Thanksgiving as a day off, or a half-day off, then no additional time off will be granted to IREA members.

D. All teachers are required to remain at their assigned stations through Regents Week.

E. The work year for teaching assistants (excluding student mediation/safety) will be the same as the work year for teachers. Salaries will be annualized on that basis. Should a teaching assistant be called to act as a per diem substitute, (s)he shall be paid the higher of his/her regular teaching assistant rate of pay or the applicable per diem substitute Teacher rate of pay.

F. Attendance at regularly scheduled faculty meetings is considered a professional responsibility of all members. Members will try to avoid scheduling any activity or appointment at a time that conflicts with a regularly scheduled faculty meeting. Absence from meetings may be granted at the discretion of the administrator involved.

G. The school year shall be from September 1 to June 30.

ARTICLE 6

CURRICULUM DEVELOPMENT

A. Curriculum

Curriculum is an important phase in the educational development of our children. The Board of Education has the power to prescribe the courses of study, subject however, to certain statutory requirements. However, curriculum today is of such a nature that it demands that teachers play a major role in its development and implementation.

Consequently, it is recognized that the teachers of the Indian River Central School system should be given both the opportunity and the responsibility of helping to keep curricula of their school system updated and commensurate with changing times under the leadership of the supervisory and administrative personnel.

ARTICLE 7

PROFESSIONAL IMPROVEMENT

A. Graduate Study:

1. In order to receive credit in the salary program graduate or undergraduate study must be approved in advance on a form supplied by the district office. The graduate study must be in the teacher's major field of assignment or meet specific certification requirements or be undertaken at the request of the Board of Education at Board expense. The course must also be taken from an accredited college or university. Official college transcripts or grade cards verifying successful course completion must be submitted to the district office by October 15 for additional remuneration in the first semester and by February 15 for additional remuneration to begin in the second semester.

2. Tuition waiver cards (for sponsoring student teachers) shall be used only by members of this bargaining unit. Cards will be first distributed to the teacher serving as the Master teacher, or his/her immediate family (spouse, child, parent, sibling), if such family member is a bargaining unit member. In the event that the card is not used by the member or a member of the teacher's immediate family, such cards will be distributed by a committee established by the IREA. Guidelines for the distribution of such cards by the committee shall be developed by the IREA and submitted to the Superintendent of Schools and the IREA President by April 1, 1993, for their mutual agreement. Such guidelines shall include at least consideration of the teachers' certification status and particular circumstances.

B. In-Service Credit:

In-service credit for teachers will be retroactive to September 1, 1966. The following areas will be considered for in-service credit:

1. In-service courses taught on local, State and supervisory district level. (This includes undergraduate courses.)

These in-service courses will be limited to a maximum of 24 credits in the first block of 60 credits.

The following criteria will be used in considering in-service credit for courses taught at the local, State and district-sponsored levels:

- a. 15 hours of work equals one hour in-service credit
 - b. Attendance at classes is to be taken
 - c. Absenteeism--A "cut" shall be defined as an hour of scheduled attendance. Cuts allowed
 - 4 credit hours, 4 cuts allowed
 - 3 credit hours, 3 cuts allowed
 - 2 credit hours, 2 cuts allowed
 - 1 credit hour, 1 cut allowed(cuts in excess of above, and credits assigned to be at the discretion of the Superintendent of Schools)
2. Master Teachers (for sponsoring student teachers)
- Allowable in-service credits (master teacher, student teacher assignment)
- a. Limit of six (6) credits out of first 30 credits
 - b. Limit of six (6) credits out of second 30 credits amounting to a total of 12 credits of the first 60 credits
 - c. Each full-time student teacher assignment receives two (2) in-service credits
 - d. This in-service credit will be prorated in the event that the student teacher is assigned to more than one teacher

NOTE: Adjustments in salaries for extra credits will be made in the last paycheck in the months of November and March of each school year.

C. Attendance at Conferences:

1. Unit members desiring to attend conferences must submit requests on Board forms in writing to the Board of Education for approval. One copy will be retained by the building principal when forwarding the request to the district office. Following processing of such form, a copy will be returned to the unit member indicating whether the request was approved or denied.

2. Conference money for teachers and for teaching assistants will be approved to a limit of \$33,000. In addition, \$2,000 of such amount will be set aside for coaches' conferences.

3. Members approved for conference attendance must submit itemized statements of expenses substantiated by vouchers and limited to lodging, meals, registration fees and mileage. Mileage shall be the maximum non-taxable rate allowed by the Internal Revenue Service. Mileage will be back-charged to the District in the event that a District vehicle is used in connection with the conference attendance. Membership dues will not be allowed for reimbursement.

4. Upon request, unit members may be approved to attend conferences at their own expense.

5. Tri-annual reports of conference requests and expenditures will be sent to the President of the IREA within thirty (30) days following the close of each of the prescribed conference periods; i.e. summer, fall and spring.

D. Professional Visitation Days

Professional personnel will be granted one (1) paid professional visitation day per year. Within five (5) school days of return a brief written report shall be submitted to the Building Principal.

Upon application, the Superintendent of Schools may grant additional days.

ARTICLE 8

SUMMER SABBATICAL PROGRAM

A. A summer sabbatical program will be provided to pay an eleventh and twelfth month salary (based on the previous year's salary) to partially defray the cost of graduate study undertaken by selected teachers. Approved undergraduate study will also be considered.

B. To be eligible for a summer sabbatical, a teacher must be permanently certified and must have received tenure in the district. Further, if an applicant has had one summer sabbatical leave, such teacher is not eligible to reapply until at least five years have passed since the original utilization of the leave.

C. During the time that a teacher is enrolled in summer school, the teacher must agree to engage in no other employment unless specific written approval is given in advance by the Superintendent of Schools.

D. Applications must be made in writing to the Board of Education before February 15 in the year for which a sabbatical is sought. The application shall be made on the form that is attached to this contract as Appendix "I" which application shall contain the criteria established by the Board of Education as the primary factors to be considered in the review of the applications.

E. The Board of Education will review the proposed study to determine whether it is appropriate to the teacher's current or anticipated assignment in the District. The Board of Education will forward all applications to the Indian River Education Association by March 15 with their comments on the appropriateness of the proposed program.

F. Candidates will have fifteen (15) days from notification to submit a suitable modified program.

G. The IREA will develop comprehensive review procedures to ensure that all candidates for a sabbatical leave receive an objective appraisal. The recommendations of the IREA will be forwarded to the Board of Education by April 15. If the Board of Education does not agree with one or more of the recommendations of the IREA, additional recommendations will be forwarded by the IREA with the understanding of both parties that three (3) sabbaticals will be awarded each summer.

H. Any teacher granted a sabbatical leave will sign an agreement with the Board which will obligate said teacher not to voluntarily leave the school system for a period of two (2) years following the expiration of such leave. A teacher desiring to leave the system in

less than the required two (2) years will repay the Board at a rate of 1/20 of the sabbatical pay for each school month of the unexpired term of such agreement.

I. If enough qualified candidates apply, three (3) summer sabbaticals will be awarded. Teachers who are awarded a summer sabbatical will take a minimum of eight (8) academic credits of study at an accredited institution. Failure to complete the required number of credit hours may result in a pro-rata diminution of the stipend. In the event that a teacher receives a grade of incomplete in a course, the teacher will have ninety (90) days to complete the course or the District may require that a pro-rata amount be repaid.

ARTICLE 9

LEAVES

Sick Leave and unpaid Extended Leave of Absence for illness or disability will be available to members for maternity as appropriate. Adequate medical documentation will be required.

A. 1. Sick Leave:

Bargaining unit members shall be granted leaves of absence with pay for a maximum of fifteen (15) days in any one school year for personal and family illness. A maximum of five (5) of such days each year may be used for family illness in the immediate family (i.e. parent, children, spouse) where personal presence of the staff member is required. A member absent for three (3) consecutive days or more must present, if requested, a physician's statement to the principal substantiating the illness.

- a. If less than fifteen (15) school days of approved personal illness is required in any one (1) school year, the number of days not used shall be allowed to accumulate to a maximum of one hundred eighty (180) days.
- b. A day of absence shall be charged against a member whether or not a substitute is hired.
- c. The amount to be deducted if sick leave totals are exceeded shall amount to 1/200 of the member's annual salary for each day of absence.
- d. All unit members who are full time (more than .7 FTE) twelve (12) month employees will be granted a total of seventeen (17) sick days annually.

2. Sick Leave Bank:

The sole purpose of the Sick Leave Bank is to provide additional sick leave to bank members who have exhausted their own sick leave and have suffered an unplanned and prolonged illness. The Sick Leave Bank will be administered according to the guidelines below. Recommendations for changes and/or interpretations will be made by the Sick Leave Bank Committee, subject to the approval of the Superintendent of Schools.

- a. All unit members of the staff represented by IREA and

employed by the Board of Education are eligible for membership.

- b. Application for membership must be made in writing and to the Clerk of the Board of Education. Returning employees must apply on or before July 15, to be eligible for the following school year. New employees must apply on or before the end of the first full week of school to be eligible in that school year. These times will be strictly interpreted.
- c. An annual contribution of one (1) day per school year must be made from a member's accumulated sick leave in order to begin or retain membership in the bank. Any employee who has reached the maximum sick leave accumulation of 180 days shall be permitted to contribute one (1) additional day of sick leave to the bank for each year that s/he is at the 180 day maximum level accumulation.
- d. Days contributed to the Sick Leave Bank are non-refundable.
- e. Persons wishing to terminate membership in the Sick Leave Bank must notify the Clerk of the Board of Education in writing before July 15 or they will continue to be members for the following school year.
- f. Before a member has exhausted his/her personal sick leave, a waiting period as described below must occur before drawing days from the bank.
- g. After a member has exhausted his/her personal sick leave, a waiting period as described below must occur before drawing days from the bank.

Each member shall not be eligible for benefits from the Sick Leave Bank until five (5) days for each year of service in the District, up to a maximum waiting period of seventy-five (75) days have elapsed after the beginning of the continuous absence; i.e., a member with four (4) years of service and ten (10) days of accumulated sick leave would have ten (10) days leave without pay covering the period between the time his/her sick leave had been exhausted and the expiration of the twenty (20) day waiting period before becoming eligible for Sick Leave Bank benefits and would not be able to draw from this Sick Leave Bank until after twenty (20) days.

- h. Benefits received from the Bank will not have to be repaid.

- i. Benefits can be granted only for personal illness of the employee.
- j. Maximum cumulative benefits for any one individual shall not exceed:

	WORKDAYS		Whichever is less PERCENT OF BANK
0 - 5 years service in District	20	or	5
6 - 10 years service in District	40	or	10
11 + years service in District	60	or	15

Benefits will be granted only as long as computed days remain available in the Bank.

- k. Benefits will apply only to days on which the member would have normally worked.
- l. Applications for benefits submitted to the Clerk of the Board of Education must be accompanied by a detailed doctor's statement including such things as complete diagnosis, expected duration, physical limitations, etc.
- m. Benefits may be drawn from the bank by any one member only once in a given fiscal year.
- n. Before forwarding all applications for benefits to the Superintendent of Schools for processing, they will be reviewed by a Sick Leave Bank Committee, to be convened as necessary, and composed of the following:
 - 2 members of the Central Office Staff
 - 3 members of the IREA
- o. The Superintendent of Schools may require a member requesting and/or receiving benefits to submit a medical examination by a doctor of the District's choice.

(1) The Indian River Education Association and Board of Education of Indian River Central School District agree in the understanding that Sick Leave Bank access for pregnant members of the bargaining unit is justified solely due to disabling conditions arising out of pregnancy. It is further agreed that such disability will be upon the determination of a qualified physician chosen by a

pregnant applicant for Sick Leave Bank access, with such determination being directed to the district in a timely fashion, but in no case later than the time when such applicant initiates access to the Sick Leave Bank.

(2) Finally it is understood that should the Superintendent of Schools require a member requesting and or receiving benefits to submit to a medical examination by a school medical examiner and, upon such medical examiner's examination and consultation with the private physician providing prenatal or postnatal care, should such medical examiner be of the opinion that the member requesting and or receiving benefits is not disabled, then the Superintendent of Schools will forward the school medical examiner's report to the Sick Leave Bank Committee for its determination as to eligibility of the requesting member to receive the benefit.

B. Death in the Family

Absence for death in the immediate family (viz. parents, children, husband, wife, brother, sister, grandparents, in-laws, aunts, uncles, cousins) shall be allowed for a total of five (5) days per occurrence. These days shall not be charged against sick leave time. Additional days may be granted by the Superintendent of Schools.

C. Miscellaneous Absences

Absences due to quarantine, court order, impassable roads, or for unusual or unforeseen conditions shall be excusable at the discretion of the Superintendent of Schools.

D. Personal Business Days

1. Unit members may use three (3) days yearly for personal business.

These days shall not be used as vacation or recreation time. No reason need be given for personal business days other than that it is personal business. The Association shall be committed to overseeing the use of personal days. Notification shall be given two (2) working days in advance, barring unforeseen circumstances. Personal business days will not be taken the day before or after vacation unless approved by the Superintendent of Schools after submission of the reason(s) why such day is required immediately before or after such vacation. Unused personal days shall accumulate as sick leave days. When abuses are determined by the Association, the Association will recommend to the Superintendent of Schools that a day's pay be deducted for the abuse. All requests for personal leave must be made

on the Personal Leave Request Form that is made a part of this Agreement as Appendix G.

2. All unit members who are full time (more than .7 FTE) twelve (12) month employees will be granted a total of four (4) personal days annually.

E. President's Business Days

A total of fifteen (15) days per year of paid leave for Association business will be available to the President of the Indian River Education Association or any member of the Association designated by the President. Such leave days will be in non-cumulative annual installments. In the event that release time in excess of the allotted fifteen (15) days is required for the President of the IREA, or any member thereof, the IREA will reimburse the District an amount equivalent to 1/200 of the BA Step 1 rate of the salary schedule, pro-rated when applicable, for each day, or part thereof, utilized in excess of the allotted fifteen (15).

F. Extended Leave of Absence

The Board of Education, upon recommendation of the Superintendent of Schools, will grant an extended leave of absence for up to two (2) years without pay for personal health, travel associated with teacher assignment, study and child care.

G. Other absence

If the member's absence is not one of those allowed under leave of absence or professional improvement, 1/200 of the yearly salary will be deducted.

H. Vacation

1. All unit members who are full time (more than .7 FTE) twelve (12) month employees will be granted a total of fifteen (15) vacation days annually.
2. In cases of conflicts where too many employees, as determined by the Superintendent or his/her designee, request the same vacation periods, seniority will apply.
3. All vacations will be approved or denied, by the Superintendent or his/her designee, subject to availability of staff to maintain required operations.

ARTICLE 10

TERMINATION

A. On or before May 15, those unit members whose employment the Superintendent recommends be terminated because of unsatisfactory service shall be notified, in writing, of the Superintendent's recommendation.

B. Whenever possible, those members who do not intend to return shall notify the Superintendent of Schools in writing prior to April 15.

C. These provisions shall not apply to members employed in the District for less than four (4) months as of April 15.

D. If an employee commences employment any time other than at the commencement of the school year, such employee shall be notified by the Superintendent of any determination not to grant tenure no later than 60 days prior to the end of the probationary period.

E. Notice shall be given of any planned cuts at least ten (10) days prior to the Annual Meeting. If cuts become necessary because of a defeated budget, the incumbents in positions which may be eliminated as a result of the defeated budget will be notified within three (3) days after any proposal is made by the Superintendent or any action taken by the Board of Education to eliminate such positions(s).

F. The general intent is to give as much notice as possible.

ARTICLE 11

WORK CONDITIONS AND DRESS CODE

Work Conditions

Unit members will perform their duties in a physical plant that is clean, safe, well-maintained, properly ventilated, adequately lighted and equipped within reasonable limits.

A reasonable attempt will be made to maintain such conditions and to eliminate as quickly as practicable defects in the physical plant that may arise.

Dress Code

Teachers are expected to present themselves in a manner consistent with their professional responsibilities. Absent unusual circumstances, (such as field trips, charitable fund raising, and similar activities), shorts, halter tops, jeans, fatigues, clothing or other items with inappropriate statements, would be considered unsuitable.

ARTICLE 12

TEACHER CERTIFICATION AND ASSIGNMENT

A. Only qualified, fully certified teachers will be employed by the Board of Education. If a certified teacher is unavailable, appointment shall be made for only one (1) year, subject to that teacher meeting requirements established by the State Education Department in a minimum of six (6) hours per year. Uncertified persons must complete work for certification at the rate of not less than six (6) semester hours a year. A maximum of six (6) years of uncertified service is permitted provided at least six (6) semester hours are completed each year. During the year's time the Board of Education and the administration will search for fully certified personnel to fill the position the following year.

B. Teachers will be assigned to teach in an area in which they are fully qualified. In the event that there are more sections than the employed teachers can handle, the extra sections will be handled by department chairperson and/or the utilization of part-time teachers who are qualified. If these methods are not possible or do not alleviate the situation, other teachers may teach one (1) class outside their area, if they meet minimum New York State requirements.

C. When the Board hires a teacher to fill a part-time position and that position is later converted to a full-time position:

1. The teacher will be given pro-rata seniority for purposes of layoff and recall for all prior continuous part-time service.

2. The part-time service will be accrued as time towards tenure (on a pro-rata basis) provided however, that the teacher must serve at least one year as a full-time teacher immediately before being granted tenure.

3. The part-time teacher will move one step on the salary schedule each school year and be paid pro-rata on such adjusted placement.

4. The provisions of this article will apply to all service of current teachers.

D. When a full-time position is reduced to less than full-time:

1. The teacher will accrue seniority for purposes of layoff and recall.

2. The teacher will accrue time toward tenure (on a pro-rata basis). Such tenure will be as a "part-time teacher in the (specific) tenure area.

3. The teacher will move one step on the salary schedule each school year and be paid pro-rata on such adjusted placement.

ARTICLE 13

VACANCIES, PROMOTIONS AND TRANSFERS

A. Certification

The Board of Education shall fill vacancies with only certified personnel when possible, and when not possible, appointment will be for only a year's time, and during that year's time the Board of Education and Administration will actively search for qualified certified personnel to fill the position in the coming year.

B. Vacancies

A vacancy is defined as an opening in a paid position within the bargaining unit as a result of a retirement, resignation, death, creation of a new position or other act which results in a position without an incumbent. Vacancies also occur annually for each of the positions set forth in Article 22, Section F., I., J.1., and J.5.

1. All vacancies shall be announced to the bargaining unit by posting in all schools within five (5) days after they are authorized by the Board of Education. Such posting shall be in a previously specified place in each building. A copy of each notice to be posted shall be provided to the President of the Association and his designee.

2. Certified unit members will have first choice of vacancies, when deemed best qualified by the Superintendent of Schools.

3. Interested unit members shall apply for such vacancies within the time specified in the notice. In the case of vacancies occurring during the summer vacation, notices shall be posted in the administrative offices of the District and shall be mailed to the Association President and his designee.

4. Action taken in filling a vacancy shall be transmitted to the President of the Association.

C. Transfers

Transfers are defined as a change in tenure area and/or building assignment.

1. Voluntary

Unit members who desire a transfer into a vacancy may make a request on a form agreed upon by both parties, and shall be granted an interview with the Superintendent of Schools or his designee upon request. When making his decision upon requested transfers, the

Superintendent of Schools shall take into consideration the qualifications and experience of the member. The operational needs of the School District shall be controlling.

Unit members being transferred within the school district from one tenure area to another shall retain the rights, privileges and tenure of the previous position held. When a member voluntarily transfers from one tenure area to another such member commences a new probationary appointment in the tenure area to which the transfer is made.

- a. A transferred unit member will receive notification in writing from the Superintendent of Schools. A copy of each transfer notice shall be provided to the President of the Association.

2. Involuntary

- a. When involuntary transfers become necessary, the resulting vacancy will be offered to all qualified staff members.
- b. Unit members will be informed, by posting, as soon as reasonably possible, when any transfer is determined to be necessary. Advance notice of any probable transfer commencing at the beginning of the following school year shall be given no later than May 15, where possible. Advance notice of probable involuntary transfers which may occur during the school year shall be given four (4) weeks in advance of the transfer, or such lesser time as may be reasonably available.
- c. An involuntary assignment or transfer shall be made only after the person involved has been offered a conference with the Superintendent of Schools or his designee. At the meeting, reasons for the assignment or transfer will be given. The member may be accompanied by a representative of IREA. During vacation periods, the conference may be by telephone.

ARTICLE 14

HOURS AND CLASS LOAD

A. The Board of Education and the Administration will, to the best of their ability, make the teaching load of all teachers as even as possible.

B. The Board of Education and the Administration in making teacher assignments will keep in mind:

1. Preparation required
2. Differences in subjects
3. Paper work involved
4. Other items pertinent to that assignment

C. Duty hours shall be:

1. Seven (7) hours and thirty (30) minutes* continuous beginning no earlier than 7:15 AM and ending no later than 4:15 PM for all teachers.

2. Full-time teaching assistants (other than student mediators/safety) will work a minimum of seven (7) hours and thirty (30) minutes per day within the seven (7) hours and thirty (30) minute day.

3. The guidance staff, social workers, school psychologist and coordinators may be expected to work beyond seven (7) hours and thirty (30) minutes continuous hours to perform their duties.

4. Student Mediation Assistants will work July 1 through June 30 on an eight (8) hour day.

5. For teaching assistants hired after July 1, 1989, tenure will be based on a six and one half (6.5) hour day.

6. Bargaining unit members are permitted to leave school following student dismissal on Fridays and on the eve of vacations.

7. The Superintendent shall have the discretion to determine the dates for three (3) evening parent activities per year for unit members in grades K-8 and two (2) evening parent activities per year for unit members in grades 9-12. The purpose of these will be to conduct parent conferences and/or open house events. The dates of these evening assignments shall be determined by the District and shall be publicized to the staff as part of the overall school

calendar for the year. A committee consisting of three (3) unit members appointed by the IREA President and three (3) persons appointed by the Superintendent of Schools shall meet each spring to determine the format for these evening assignments for the next school year.

D. Exceptions and additional duties and hours may be prescribed by the Building Principal or department head within reason.

E. Teachers will be available after school at least two (2) days per week for providing additional assistance upon the request of a student, or when, in the teacher's professional judgment, assistance is required. Teachers will not be expected to transport students home.

FOOTNOTE: It is understood that for the 2001-2002 school year the additional thirty (30) minutes shall be used for appropriate professional activities including, but not limited to, curriculum work, in-service training, team planning, and planning for the use of the additional 30 minutes of student instructional time that will begin in the 2002-2003 school year. It is possible that a building may, on occasion, utilize more than thirty (30) minutes on one day of the week and less than thirty (30) minutes on another day. For the 2002-2003 school year, and each year thereafter, the student instructional day shall be extended by thirty (30) minutes with the use of such time established in accordance with the Memorandum of Understanding executed by the parties.

ARTICLE 15

CLASS SIZE, PREPARATION, AND UNASSIGNED TIME

A. Primary (K-3)

1. Primary class size should be held to a maximum of twenty-five (25) students. If a class reaches thirty (30), it should be divided.
2. All primary classroom and special area teachers will have an average of at least 360 minutes of unassigned time per six (6) day cycle during the student instructional day. This is in addition to a one-half hour duty-free lunch each day.
3. Art, music, physical education and health teachers assigned to primary schools will have a maximum of eight (8) assignments in any day, and shall have at least five (5) minutes between the conclusion of one assignment and the commencement of the next assignment.
4. The Superintendent of Schools will provide the IREA President, by no later than June 15, a listing setting forth the teaching assignment(s) for the following school year for all K-4 classroom and special area teachers.
5. Each school year, the building principal shall notify the classroom teachers of the anticipated allotment of special area teaching time for the following school year and the day(s), if known, that such positions will be assigned to that building. Through consensus among grade levels, primary classroom teachers will advise the principal regarding the sequencing of scheduled special area subject assignments, within thirty (30) calendar days of such notification. A copy of the Master Schedule for each Primary building shall be submitted to the IREA President by no later than August 15. If there are any significant changes made in the Master Schedule(s) subsequent to that date, the applicable building principal shall notify the IREA President as soon thereafter as is reasonable.

B. Intermediate School (4-5)

1. For 4th and 5th grade common branch, self-contained classes, class size should be held to a maximum of 25. If a class reaches 30 it should be divided.
2. Each intermediate school teacher shall have within the instructional day a total of sixty (60) minutes per day of time free from instructional or supervisory responsibilities. This time will be equally divided between joint planning with other teachers and unassigned time. This is in addition to a one-half hour duty-free lunch each day. Where possible, reasonable efforts will be made by the building principal to

incorporate planning time preferences of the staff as obtained through a survey of the teachers undertaken by the building principal.

3. Art, music, physical education and health teachers assigned to intermediate school will have at least five (5) minutes between the conclusion of one assignment and the commencement of the next assignment.

4. The Superintendent of Schools will provide the IREA President, by no later than June 15, a listing setting forth the teaching assignment(s) for the following school year for all 4-5 classroom and special area teachers.

5. The principal, or his/her designee, of the Intermediate School will provide the President of the IREA with a master schedule for teachers, including all enrollment numbers known for each teacher, no later than August 15 of each year. If there are any significant changes made in the Master Schedule(s) subsequent to that date, the building principal shall notify the IREA President as soon thereafter as is reasonable.

C. Middle School (6 - 8)

1. For 6th grade common branch, self-contained classes, class size should be held to a maximum of 25. If a class reaches 30 it should be divided.

2. Each middle school teacher shall have a maximum student instructional load of 150 per day.

3. Each middle school teacher, excluding common branch teachers, shall have a maximum of three instructional preparations per day. ("Preparation" would be defined as a different set of lesson plans as a result of a course's content and/or grouping. Labs, viewed as extensions of classes, are not separate preparations.)

4. Each middle school teacher shall have within the instructional day a total of seventy-six (76) minutes per day of time free from instructional or supervisory responsibilities. This time will be equally divided between joint planning with other teachers and unassigned time. This is in addition to a one-half hour duty-free lunch each day.

5. The principal, or his/her designee, of the Middle School will provide the President of the IREA with a master schedule for teachers, including all enrollment numbers known for each teacher, no later than August 15 of each year. If there are any significant changes made in the Master Schedule(s) subsequent to that date, the building principal shall notify the IREA President as soon thereafter as is reasonable.

6. The Indian River Central School District, having qualified under regulations of Commissioner of Education 80.2(h), "General Provisions and Requirements," Part 9, "Extension of Certificate Validity," allows that a teacher may be requested to teach one or more periods per day outside their area of certification or that a teacher may volunteer to teach one or more periods per day outside their area of certification.

It is the intent of the District to apply for Extension of Certificate Validity under Regulations of Commissioner of Education 80.2(h), Part 9, as cited above, prior to the end of each 5-year period for which such extension is granted by the State Education Department.

In the event that such special status is no longer available under 80.2(h), Part 9, or any other Regulations of the Commissioner, then all assignments shall be governed by the then existing Regulations of the Commissioner of Education.

Such teaching may occur provided that the teacher volunteers or voluntarily accepts the requested assignment and that the procedures of paragraph 2.E. below are followed.

D. High School (9 - 12)

1. Each high school teacher should not have more than the recommended teaching load of five 40-minute classes per day. Any teacher who has more than five 40-minute classes per day will have two unassigned periods of 40 minutes per day. However, beginning in the 1999-2000 school year, high school teachers who are assigned to teach 75 or fewer students each day may be given up to a seventh instructional assignment.

Lab period students for teachers who meet this criteria will be calculated as part of this formula without any application of subparagraph C.3.

2. Each 40-minute unassigned period will come within the instructional day.

3. Teachers having five classes plus a lab period will have two unassigned 40-minute periods on the day the lab is taught.

4. The Principal of the High School, or his/her designee, will provide the President of the IREA with a master schedule which identifies each teacher and his/her assigned classes and department, if applicable, no later than August 15 of each year. If there are any changes made in the Master Schedule(s) subsequent to that date, the Building Principal shall notify the IREA President as soon thereafter as is reasonable.

E. Itinerant Teacher

Itinerant teacher is defined as a certified teacher whose assignment is in more than one school building during any one school day.

1. Each itinerant teacher shall be afforded a reasonable time for travel between buildings.
2. When an itinerant teacher is assigned to a primary building and the middle school, to a primary building and the high school, or to the middle school and the high school, the unassigned time and lunch time shall be determined by the level in which he/she has the greater portion of instructional time.
3. The District will make every reasonable effort to avoid the assignment of classroom or special area teachers to more than two (2) buildings.
4. Exceptions to A, B, C, or D above would include physical education classes and others where the teacher or principal requests an exception to the above policy. When exceptions are made, the principal will consult with the teacher and make such recommendations regarding the additional assignment, to be acted upon by the Superintendent and Association President.

F. Teaching Assistants

All teaching assistants shall have at least twenty (20) minutes of unassigned time each day. The actual time to be utilized each day shall be determined by the supervising administrator with input from supervising teacher and the teaching assistant.

ARTICLE 16

SUB-CONTRACTING

No work presently performed by teachers in the bargaining unit shall be performed by teaching assistants or by any non-member of the unit or sub-contracted to any other party without prior consultation with the Association.

Both parties pledge to meet promptly after the ratification and execution of this Agreement to negotiate in good faith with respect to the establishment of a distance learning program.

ARTICLE 17

INSURANCE PROTECTION

A. Health Plan

1. The Jefferson-Lewis et al School Employees' Health Plan is available to unit members with the District. Effective January 1, 1996, the District shall contribute 92% of the premium for employees and their dependents. Each June a representative will call to explain the benefits and receive any enrollments.

B. Dental Plan

1. The District will provide up to sixty (\$60) per participating member for dental insurance premiums. In those cases where two members of the same family are employed by the District, each will be provided with up to \$60 per insurance premium.

Such payments will be made:

- a. for coverage for the individual employee, and
- b. for employees in pay status and only during such time that they remain in such status.

2. A permanent Dental Health Plan Committee will be formed to provide a policy-making board. This committee shall be composed of one (1) representative for each twenty (20) members (or fraction thereof if less than 20 members) of each participating employee group. All regularly scheduled meetings shall be announced two weeks in advance; special meetings, one week in advance.

C. IRS 125 Plan

Effective January 1, 1996, the District shall institute a Flexible Spending (IRS 125) Plan as follows:

1. An IRS 125 Plan will be provided for unit members. Members may utilize this Plan for the payment of health or dental insurance premiums, un-reimbursed medical, vision and dental expenses, dependent care and any other allowed expenditures.

2. The administrator for the Plan and the specific terms of the Plan will be mutually agreed upon by the Superintendent and the President of IREA.

3. The terms of the Plan will be reviewed by the Superintendent and President.

4. No changes in the Plan or in the Plan Administrator will be made except by the mutual agreement of the Superintendent and President.

ARTICLE 18

LESSON PLANNING, EVALUATION, & COUNSELING MEMORANDA

A. Lesson Plans

1. Lesson plans will be prepared three (3) days in advance and will be readily available to substitutes.

2. Lesson plans shall include a standardized referencing system linking lesson plans to the current New York State Learning Standards.

B. Evaluation Procedure for Unit Members

1. Non-tenure unit members are to be evaluated at least twice a year. The first evaluation will be completed no later than the end of the first semester; the second, no later than April 15.

2. Tenure unit members are to be evaluated at least once a year by properly designated supervisors. This report must be completed no later than June 1 of each school year.

3. The observations required to complete the minimum evaluations set forth in B.1. or B.2. above will include observation of the unit member's performance in the member's certification area.

This will not preclude such additional observations as may be desirable in other areas assigned to the unit member. The initial observation for the year will be made in the unit member's certification area.

4. Each time a unit member is formally evaluated by properly designated supervisors, a conference will be held with the member. After a unit member is observed, a written evaluation must be submitted to the unit member and a conference must be held within five (5) school days to discuss the evaluation or at a time mutually agreed upon by the supervisor and unit member. Each unit member will have an opportunity to react in writing to the evaluation. This response will be attached to the written evaluation when it is included in the permanent folder. Any written response must be submitted within three (3) school days after the conference. Each unit member must sign the evaluation to acknowledge having had the opportunity to review the evaluation, and such signature does not necessarily indicate agreement with the evaluation.

5. Administrators are encouraged to make frequent short visits to the classroom at the administrator's discretion. Any documentation which may follow such a visit should be forthcoming after discussion with the unit member, appointment for such discussion to be made no later than the end of the following school day.

6. A pre-conference will be held prior to a formal previously announced classroom observation upon the request of the administrator or unit member, with such pre-conference being arranged at least 24 hours prior to the scheduled observation. This does not, however, preclude formal unannounced observation.

- a. The agreed-upon pre-observation conference form (attached - Appendix B) will only be used if a pre-observation conference is requested by the unit member or administrator.
- b. Such pre-observation form will not become part of unit member's personnel file.

C. *Counseling Memoranda*

1. The parties recognize that from time to time administrators in the District may write counseling memoranda to unit members. In an attempt to resolve misunderstanding concerning such counseling memoranda, the parties agree as follows:

2. The purposes of counseling memoranda are to:
 - a. help a member to grow and develop professionally;
 - b. improve communication between administrators and members;
 - c. reinforce and/or improve specific skill areas;
 - d. establish a continuity of information about individual members.
 - e. identify specific areas which need to be improved.

3. Unit members receiving a counseling memorandum may either (1) submit a written statement setting forth their position with regard to any disputed matter contained in the memorandum, provided the member acknowledges the standard or rule cited in the counseling memorandum; or (2) convert the disputed memorandum into a disciplinary letter subject to the grievance procedure. Written statements submitted by unit members must be attached to the contested counseling memorandum and remain a part of the member's personnel file for so long as the file contains the disputed counseling memorandum.

4. Counseling memoranda received by unit members in probationary status shall remain in the member's personnel file until the member receives tenure. Counseling memoranda received by unit members in tenured status shall be withdrawn from the personnel file five (5) years after the date of such counseling memorandum.

5. The President of the Indian River Education Association shall receive copies of all counseling memoranda issued to unit members.

ARTICLE 19

CONTINUING EDUCATION PROGRAM

The District and the Association jointly support the continuation and improvement of a Continuing Education Program in our District, contingent upon the District's ability to support such a program.

Instructors in the Continuing Education Program will be paid \$18 per hour of direct instructional contact, except that instructors of courses on computer usage and five-hour pre-licensing driver instruction will be paid at the rate of \$25 per hour. If determined appropriate by either party, a change in the prescribed hourly rate for instructors may be mutually agreed upon by the Superintendent of Schools and President of the Indian River Education Association.

ARTICLE 20

ASSOCIATION'S - SUPERINTENDENT'S

EDUCATIONAL ADVISORY COMMITTEE

A. The Association's - Superintendent's Advisory Committee of the IREA shall include the President or his designee and fifteen (15) IREA members appointed by the President. Of the fifteen, five (5) each shall be appointed to represent kindergarten-fourth grade, fifth grade-eighth grade, and ninth grade-twelfth grade.

B. Each area level group of five shall meet with the Superintendent, or his designee, at least four (4) times each school year. The first meeting of each area level will be held in September as follows: K-4, the second Monday; 5-8, the third Monday; 9-12, the fourth Monday. Each area level shall schedule at least three (3) additional meetings throughout the year. Area level meetings may be canceled by mutual agreement of the Superintendent and President.

C. General meetings involving all three area levels will be held if requested by the Superintendent or the President for good reason.

D. The purpose of this Committee and area levels shall be to discuss and make advisory recommendations concerning matters not specifically covered by this agreement. (At the discretion of an area level, any item may be reported to the Board once each semester upon reasonable notice.)

E. Additionally, the Indian River Education Association through its representatives serving on the Committee shall assume the responsibility for developing, with the Superintendent of Schools and his staff, the design and delivery of a staff development day for bargaining unit members to coincide with a Superintendent's Conference Day.

F. Minutes of area level and general meetings may be reported in written form to the Association and to the Board of Education after each meeting.

G. Attendance at area level and general meetings by the Board, administrative staff, and other Association members is welcomed.

ARTICLE 21

PAYROLL DEDUCTIONS

A. Pay Date Schedule

A pay date schedule will be published prior to September 10 of each school year.

The schedule will provide for pay every other Friday starting no later than Friday of the first full week of school in September and ending no sooner than the last day of the school calendar. This does not preclude the possibility of paying unit members on the eve of a vacation.

B. Pay Options

Members will have the option of 21 (equal) or 25 (big check in June) installments (pays) and will designate their choice of option by the end of June of the preceding school year (unless a first-time employee). Also an opportunity will be given after the first payday in September to make a final choice for 21 equal or 25 (big check in June) installments (pays).

C. Payroll Deductions

1. Dues Deductions

- a. The District agrees to deduct, through paychecks of its unit members, dues specified by the Indian River Education Association.
- b. The Association will certify to the District, in writing, the current rate of the membership dues of the Association named in Section C.1.a. above by September 1 of each year.
- c. Deductions, referred to in Section 1.a. above will be in seventeen (17) equal installments (pays) commencing with payroll No. 7. In the case of a new member hired after the commencement of the IREA dues deductions, the amount will be prorated over the remaining withholding periods.

2. Agency Fee

- a. Effective July 1, 1984, the Indian River Central School District shall deduct from employees in the bargaining unit who are not members of the Indian River Education Association, through paychecks, the amount equivalent to the dues levied by the Indian River Education Association and shall transmit the sum so deducted to the Association in accordance with Chapter 677 and 678 of the Laws of 1977 of the State of New York.

- b. The Indian River Education Association affirms that it has adopted such procedure for refund of agency shop fee deductions required in Section 3 of Chapter 677 and 678 of the Laws of 1977 of the State of New York. This provision for agency shop fee deduction shall continue in effect so long as the Association maintains such procedure.
- c. The agency shop fee deduction shall be made following the same procedures as are applicable for dues check off except as otherwise mandated by the law or this Article of the Agreement.

3. NYSUT Benefit Trust

- a. The District will deduct through paychecks of those unit members participating in the Trust an amount authorized by said unit members on Benefit Trust forms.
- b. The deductions will commence on the first pay period of the school year and will continue for twenty (20) consecutive pay periods (payroll Nos. 6 - 25) in a school year. Changes can be made at any time through NYSUT Benefit Trust.
- c. The authorization may be withdrawn at the discretion of the unit member at any time.
- d. The monies deducted will be forwarded by the District to the NYSUT Benefit Trust each payroll.

4. Credit Union

- a. The District shall make available payroll deduction for the NYAB/Tri-County Federal Credit Union.
- b. Changes in deductions can be made at any time by unit members by using the appropriate deduction authorization form.
- c. The monies deducted shall be forwarded by the District to the NYAB/Tri-County Federal Credit Union each payroll.

5. VOTE/COPE

- a. The District shall deduct from the payroll checks of individual unit members' monies for VOTE/COPE. Each member who voluntarily elects to have such deduction shall sign an appropriate authorization card in triplicate. Funds so collected shall be forwarded directly to VOTE/COPE by the District and shall be accompanied by information required by applicable state or federal laws.
- b. Any deductions to be made must be given to the District, in writing, at least twenty (20) school days before the deduction is to be made. The deduction shall be limited to a once annual deduction

for an amount authorized, in writing, by the employee.

6. Tax Shelter Annuities

a. Changes may be made three (3) times a year. The contracts must be submitted to the Payroll Office during the third week in August, the third week in January or the third week in April.

b. Newly hired unit members may enroll within one (1) month of initial employment.

c. In the event a member wishes to discontinue an annuity, it can be done at any time.

7. Direct Deposit Option

The District shall make available direct deposit of paychecks. Changes in deductions can be made at any time by unit members by using the appropriate deduction authorization form.

ARTICLE 22

PAY SCALES

A. Payroll Information

All members of the Association shall have all information pertaining to payroll in the District office by Friday of the first week of school; i.e., Social Security number, exemptions, annuities, retirement data, etc. Additions or corrections to this information may be made at midyear.

B. Pay Date Schedule

A pay date schedule will be published prior to September 10 of each school year. The schedule will provide for pay every other Friday, starting no later than the Friday of the first full week of school in September. This does not preclude the possibility of paying unit members on the eve of a vacation. Members will have the option of 21 or 25 pays and will designate their choice of option by the end of the second day of school in September.

C. Teacher Salaries

The salaries of teacher members will be made according the following schedule:

SALARY SCHEDULES:

	2001-2002	2002-2003	2003-2004
BASE	\$31,600	\$32,575	\$32,800
CREDIT HOURS, EACH (Paid in Blocks of 6	63.	63.	65.
MASTERS	650.	650.	650.

(Salary Schedule shown on Page 48, 49, and 50)

Whenever a unit member is employed by the District to fill a vacancy in any given school year, he/she will be placed on a step agreeable to the District and the unit member. In the next school year, he/she will advance to the next step on the salary schedule, regardless of his/her first day of employment in the preceding school year.

9 MKR

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	BA	BA+6	BA+12	BA+18	BA+24	BA+30	BA+36	BA+42	BA+48	BA+54	BA+60	BA+66	BA+72	BA+78	BA+84	BA+90
1	31,600	31,978	32,356	32,734	33,112	33,490	33,868	34,246	34,624	35,002	35,380	35,758	36,136	36,514	36,892	37,270
2	32,625	33,003	33,381	33,759	34,137	34,515	34,893	35,271	35,649	36,027	36,405	36,783	37,161	37,539	37,917	38,295
3	33,650	34,028	34,406	34,784	35,162	35,540	35,918	36,296	36,674	37,052	37,430	37,808	38,186	38,564	38,942	39,320
4	34,675	35,053	35,431	35,809	36,187	36,565	36,943	37,321	37,699	38,077	38,455	38,833	39,211	39,589	39,967	40,345
5	35,700	36,078	36,456	36,834	37,212	37,590	37,968	38,346	38,724	39,102	39,480	39,858	40,236	40,614	40,992	41,370
6	36,725	37,103	37,481	37,859	38,237	38,615	38,993	39,371	39,749	40,127	40,505	40,883	41,261	41,639	42,017	42,395
7	37,750	38,128	38,506	38,884	39,262	39,640	40,018	40,396	40,774	41,152	41,530	41,908	42,286	42,664	43,042	43,420
8	38,775	39,153	39,531	39,909	40,287	40,665	41,043	41,421	41,799	42,177	42,555	42,933	43,311	43,689	44,067	44,445
9	39,800	40,178	40,556	40,934	41,312	41,690	42,068	42,446	42,824	43,202	43,580	43,958	44,336	44,714	45,092	45,470
10	40,825	41,203	41,581	41,959	42,337	42,715	43,093	43,471	43,849	44,227	44,605	44,983	45,361	45,739	46,117	46,495
11	41,850	42,228	42,606	42,984	43,362	43,740	44,118	44,496	44,874	45,252	45,630	46,008	46,386	46,764	47,142	47,520
12	42,875	43,253	43,631	44,009	44,387	44,765	45,143	45,521	45,899	46,277	46,655	47,033	47,411	47,789	48,167	48,545
13	43,900	44,278	44,656	45,034	45,412	45,790	46,168	46,546	46,924	47,302	47,680	48,058	48,436	48,814	49,192	49,570
14	44,925	45,303	45,681	46,059	46,437	46,815	47,193	47,571	47,949	48,327	48,705	49,083	49,461	49,839	50,217	50,595
15	45,950	46,328	46,706	47,084	47,462	47,840	48,218	48,596	48,974	49,352	49,730	50,108	50,486	50,864	51,242	51,620
16	46,975	47,353	47,731	48,109	48,487	48,865	49,243	49,621	49,999	50,377	50,755	51,133	51,511	51,889	52,267	52,645
17	48,000	48,378	48,756	49,134	49,512	49,890	50,268	50,646	51,024	51,402	51,780	52,158	52,536	52,914	53,292	53,670
18	49,025	49,403	49,781	50,159	50,537	50,915	51,293	51,671	52,049	52,427	52,805	53,183	53,561	53,939	54,317	54,695
19	50,050	50,428	50,806	51,184	51,562	51,940	52,318	52,696	53,074	53,452	53,830	54,208	54,586	54,964	55,342	55,720
20	51,075	51,453	51,831	52,209	52,587	52,965	53,343	53,721	54,099	54,477	54,855	55,233	55,611	55,989	56,367	56,745
21	52,100	52,478	52,856	53,234	53,612	53,990	54,368	54,746	55,124	55,502	55,880	56,258	56,636	57,014	57,392	57,770
22	53,125	53,503	53,881	54,259	54,637	55,015	55,393	55,771	56,149	56,527	56,905	57,283	57,661	58,039	58,417	58,795
23	54,150	54,528	54,906	55,284	55,662	56,040	56,418	56,796	57,174	57,552	57,930	58,308	58,686	59,064	59,442	59,820
24	55,175	55,553	55,931	56,309	56,687	57,065	57,443	57,821	58,199	58,577	58,955	59,333	59,711	60,089	60,467	60,845
25	56,200	56,578	56,956	57,334	57,712	58,090	58,468	58,846	59,224	59,602	59,980	60,358	60,736	61,114	61,492	61,870
26	57,225	57,603	57,981	58,359	58,737	59,115	59,493	59,871	60,249	60,627	61,005	61,383	61,761	62,139	62,517	62,895
27	58,250	58,628	59,006	59,384	59,762	60,140	60,518	60,896	61,274	61,652	62,030	62,408	62,786	63,164	63,542	63,920
28	59,275	59,653	60,031	60,409	60,787	61,165	61,543	61,921	62,299	62,677	63,055	63,433	63,811	64,189	64,567	64,945
29	60,300	60,678	61,056	61,434	61,812	62,190	62,568	62,946	63,324	63,702	64,080	64,458	64,836	65,214	65,592	65,970
30	61,325	61,703	62,081	62,459	62,837	63,215	63,593	63,971	64,349	64,727	65,105	65,483	65,861	66,239	66,617	66,995
31	62,350	62,728	63,106	63,484	63,862	64,240	64,618	64,996	65,374	65,752	66,130	66,508	66,886	67,264	67,642	68,020
32	63,375	63,753	64,131	64,509	64,887	65,265	65,643	66,021	66,399	66,777	67,155	67,533	67,911	68,289	68,667	69,045
33	63,875	64,253	64,631	65,009	65,387	65,765	66,143	66,521	66,899	67,277	67,655	68,033	68,411	68,789	69,167	69,545
34	64,375	64,753	65,131	65,509	65,887	66,265	66,643	67,021	67,399	67,777	68,155	68,533	68,911	69,289	69,667	70,045
35	64,875	65,253	65,631	66,009	66,387	66,765	67,143	67,521	67,899	68,277	68,655	69,033	69,411	69,789	70,167	70,545
36	65,375	65,753	66,131	66,509	66,887	67,265	67,643	68,021	68,399	68,777	69,155	69,533	69,911	70,289	70,667	71,045
37	65,875	66,253	66,631	67,009	67,387	67,765	68,143	68,521	68,899	69,277	69,655	70,033	70,411	70,789	71,167	71,545
38	66,375	66,753	67,131	67,509	67,887	68,265	68,643	69,021	69,399	69,777	70,155	70,533	70,911	71,289	71,667	72,045
39	66,875	67,253	67,631	68,009	68,387	68,765	69,143	69,521	69,899	70,277	70,655	71,033	71,411	71,789	72,167	72,545
40	67,375	67,753	68,131	68,509	68,887	69,265	69,643	70,021	70,399	70,777	71,155	71,533	71,911	72,289	72,667	73,045
41	67,875	68,253	68,631	69,009	69,387	69,765	70,143	70,521	70,899	71,277	71,655	72,033	72,411	72,789	73,167	73,545

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2002-2003

STEP	BA	378 BA+6	BA+12	BA+18	BA+24	BA+30	BA+36	BA+42	BA+48	BA+54	BA+60	BA+66	BA+72	BA+78	BA+84	BA+90
1	32,575	32,953	33,331	33,709	34,087	34,465	34,843	35,221	35,599	35,977	36,355	36,733	37,111	37,489	37,867	38,245
2	33,600	33,978	34,356	34,734	35,112	35,490	35,868	36,246	36,624	37,002	37,380	37,758	38,136	38,514	38,892	39,270
3	34,625	35,003	35,381	35,759	36,137	36,515	36,893	37,271	37,649	38,027	38,405	38,783	39,161	39,539	39,917	40,295
4	35,650	36,028	36,406	36,784	37,162	37,540	37,918	38,296	38,674	39,052	39,430	39,808	40,186	40,564	40,942	41,320
5	36,675	37,053	37,431	37,809	38,187	38,565	38,943	39,321	39,699	40,077	40,455	40,833	41,211	41,589	41,967	42,345
6	37,700	38,078	38,456	38,834	39,212	39,590	39,968	40,346	40,724	41,102	41,480	41,858	42,236	42,614	42,992	43,370
7	38,725	39,103	39,481	39,859	40,237	40,615	40,993	41,371	41,749	42,127	42,505	42,883	43,261	43,639	44,017	44,395
8	39,750	40,128	40,506	40,884	41,262	41,640	42,018	42,396	42,774	43,152	43,530	43,908	44,286	44,664	45,042	45,420
9	40,775	41,153	41,531	41,909	42,287	42,665	43,043	43,421	43,799	44,177	44,555	44,933	45,311	45,689	46,067	46,445
10	41,800	42,178	42,556	42,934	43,312	43,690	44,068	44,446	44,824	45,202	45,580	45,958	46,336	46,714	47,092	47,470
11	42,825	43,203	43,581	43,959	44,337	44,715	45,093	45,471	45,849	46,227	46,605	46,983	47,361	47,739	48,117	48,495
12	43,850	44,228	44,606	44,984	45,362	45,740	46,118	46,496	46,874	47,252	47,630	48,008	48,386	48,764	49,142	49,520
13	44,875	45,253	45,631	46,009	46,387	46,765	47,143	47,521	47,899	48,277	48,655	49,033	49,411	49,789	50,167	50,545
14	45,900	46,278	46,656	47,034	47,412	47,790	48,168	48,546	48,924	49,302	49,680	50,058	50,436	50,814	51,192	51,570
15	46,925	47,303	47,681	48,059	48,437	48,815	49,193	49,571	49,949	50,327	50,705	51,083	51,461	51,839	52,217	52,595
16	47,950	48,328	48,706	49,084	49,462	49,840	50,218	50,596	50,974	51,352	51,730	52,108	52,486	52,864	53,242	53,620
17	48,975	49,353	49,731	50,109	50,487	50,865	51,243	51,621	51,999	52,377	52,755	53,133	53,511	53,889	54,267	54,645
18	50,000	50,378	50,756	51,134	51,512	51,890	52,268	52,646	53,024	53,402	53,780	54,158	54,536	54,914	55,292	55,670
19	51,025	51,403	51,781	52,159	52,537	52,915	53,293	53,671	54,049	54,427	54,805	55,183	55,561	55,939	56,317	56,695
20	52,050	52,428	52,806	53,184	53,562	53,940	54,318	54,696	55,074	55,452	55,830	56,208	56,586	56,964	57,342	57,720
21	53,075	53,453	53,831	54,209	54,587	54,965	55,343	55,721	56,099	56,477	56,855	57,233	57,611	57,989	58,367	58,745
22	54,100	54,478	54,856	55,234	55,612	55,990	56,368	56,746	57,124	57,502	57,880	58,258	58,636	59,014	59,392	59,770
23	55,125	55,503	55,881	56,259	56,637	57,015	57,393	57,771	58,149	58,527	58,905	59,283	59,661	60,039	60,417	60,795
24	56,150	56,528	56,906	57,284	57,662	58,040	58,418	58,796	59,174	59,552	59,930	60,308	60,686	61,064	61,442	61,820
25	57,175	57,553	57,931	58,309	58,687	59,065	59,443	59,821	60,199	60,577	60,955	61,333	61,711	62,089	62,467	62,845
26	58,200	58,578	58,956	59,334	59,712	60,090	60,468	60,846	61,224	61,602	61,980	62,358	62,736	63,114	63,492	63,870
27	59,225	59,603	59,981	60,359	60,737	61,115	61,493	61,871	62,249	62,627	63,005	63,383	63,761	64,139	64,517	64,895
28	60,250	60,628	61,006	61,384	61,762	62,140	62,518	62,896	63,274	63,652	64,030	64,408	64,786	65,164	65,542	65,920
29	61,275	61,653	62,031	62,409	62,787	63,165	63,543	63,921	64,299	64,677	65,055	65,433	65,811	66,189	66,567	66,945
30	62,300	62,678	63,056	63,434	63,812	64,190	64,568	64,946	65,324	65,702	66,080	66,458	66,836	67,214	67,592	67,970
31	63,325	63,703	64,081	64,459	64,837	65,215	65,593	65,971	66,349	66,727	67,105	67,483	67,861	68,239	68,617	68,995
32	64,350	64,728	65,106	65,484	65,862	66,240	66,618	66,996	67,374	67,752	68,130	68,508	68,886	69,264	69,642	70,020
33	65,375	65,753	66,131	66,509	66,887	67,265	67,643	68,021	68,399	68,777	69,155	69,533	69,911	70,289	70,667	71,045
34	65,875	66,253	66,631	67,009	67,387	67,765	68,143	68,521	68,899	69,277	69,655	70,033	70,411	70,789	71,167	71,545
35	66,375	66,753	67,131	67,509	67,887	68,265	68,643	69,021	69,399	69,777	70,155	70,533	70,911	71,289	71,667	72,045
36	66,875	67,253	67,631	68,009	68,387	68,765	69,143	69,521	69,899	70,277	70,655	71,033	71,411	71,789	72,167	72,545
37	67,375	67,753	68,131	68,509	68,887	69,265	69,643	70,021	70,399	70,777	71,155	71,533	71,911	72,289	72,667	73,045
38	67,875	68,253	68,631	69,009	69,387	69,765	70,143	70,521	70,899	71,277	71,655	72,033	72,411	72,789	73,167	73,545
39	68,375	68,753	69,131	69,509	69,887	70,265	70,643	71,021	71,399	71,777	72,155	72,533	72,911	73,289	73,667	74,045
40	68,875	69,253	69,631	70,009	70,387	70,765	71,143	71,521	71,899	72,277	72,655	73,033	73,411	73,789	74,167	74,545
41	69,375	69,753	70,131	70,509	70,887	71,265	71,643	72,021	72,399	72,777	73,155	73,533	73,911	74,289	74,667	75,045
42	69,875	70,253	70,631	71,009	71,387	71,765	72,143	72,521	72,899	73,277	73,655	74,033	74,411	74,789	75,167	75,545

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2003-2004

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	BA	BA+6	BA+12	BA+18	BA+24	BA+30	BA+36	BA+42	BA+48	BA+54	BA+60	BA+66	BA+72	BA+78	BA+84	BA+90
1	32,800	33,190	33,580	33,970	34,360	34,750	35,140	35,530	35,920	36,310	36,700	37,090	37,480	37,870	38,260	38,650
2	33,870	34,260	34,650	35,040	35,430	35,820	36,210	36,600	36,990	37,380	37,770	38,160	38,550	38,940	39,330	39,720
3	34,940	35,330	35,720	36,110	36,500	36,890	37,280	37,670	38,060	38,450	38,840	39,230	39,620	40,010	40,400	40,790
4	36,010	36,400	36,790	37,180	37,570	37,960	38,350	38,740	39,130	39,520	39,910	40,300	40,690	41,080	41,470	41,860
5	37,080	37,470	37,860	38,250	38,640	39,030	39,420	39,810	40,200	40,590	40,980	41,370	41,760	42,150	42,540	42,930
6	38,150	38,540	38,930	39,320	39,710	40,100	40,490	40,880	41,270	41,660	42,050	42,440	42,830	43,220	43,610	44,000
7	39,220	39,610	40,000	40,390	40,780	41,170	41,560	41,950	42,340	42,730	43,120	43,510	43,900	44,290	44,680	45,070
8	40,290	40,680	41,070	41,460	41,850	42,240	42,630	43,020	43,410	43,800	44,190	44,580	44,970	45,360	45,750	46,140
9	41,360	41,750	42,140	42,530	42,920	43,310	43,700	44,090	44,480	44,870	45,260	45,650	46,040	46,430	46,820	47,210
10	42,430	42,820	43,210	43,600	43,990	44,380	44,770	45,160	45,550	45,940	46,330	46,720	47,110	47,500	47,890	48,280
11	43,500	43,890	44,280	44,670	45,060	45,450	45,840	46,230	46,620	47,010	47,400	47,790	48,180	48,570	48,960	49,350
12	44,570	44,960	45,350	45,740	46,130	46,520	46,910	47,300	47,690	48,080	48,470	48,860	49,250	49,640	50,030	50,420
13	45,640	46,030	46,420	46,810	47,200	47,590	47,980	48,370	48,760	49,150	49,540	49,930	50,320	50,710	51,100	51,490
14	46,710	47,100	47,490	47,880	48,270	48,660	49,050	49,440	49,830	50,220	50,610	51,000	51,390	51,780	52,170	52,560
15	47,780	48,170	48,560	48,950	49,340	49,730	50,120	50,510	50,900	51,290	51,680	52,070	52,460	52,850	53,240	53,630
16	48,850	49,240	49,630	50,020	50,410	50,800	51,190	51,580	51,970	52,360	52,750	53,140	53,530	53,920	54,310	54,700
17	49,920	50,310	50,700	51,090	51,480	51,870	52,260	52,650	53,040	53,430	53,820	54,210	54,600	54,990	55,380	55,770
18	50,990	51,380	51,770	52,160	52,550	52,940	53,330	53,720	54,110	54,500	54,890	55,280	55,670	56,060	56,450	56,840
19	52,060	52,450	52,840	53,230	53,620	54,010	54,400	54,790	55,180	55,570	55,960	56,350	56,740	57,130	57,520	57,910
20	53,130	53,520	53,910	54,300	54,690	55,080	55,470	55,860	56,250	56,640	57,030	57,420	57,810	58,200	58,590	58,980
21	54,200	54,590	54,980	55,370	55,760	56,150	56,540	56,930	57,320	57,710	58,100	58,490	58,880	59,270	59,660	60,050
22	55,270	55,660	56,050	56,440	56,830	57,220	57,610	58,000	58,390	58,780	59,170	59,560	59,950	60,340	60,730	61,120
23	56,340	56,730	57,120	57,510	57,900	58,290	58,680	59,070	59,460	59,850	60,240	60,630	61,020	61,410	61,800	62,190
24	57,410	57,800	58,190	58,580	58,970	59,360	59,750	60,140	60,530	60,920	61,310	61,700	62,090	62,480	62,870	63,260
25	58,480	58,870	59,260	59,650	60,040	60,430	60,820	61,210	61,600	61,990	62,380	62,770	63,160	63,550	63,940	64,330
26	59,550	59,940	60,330	60,720	61,110	61,500	61,890	62,280	62,670	63,060	63,450	63,840	64,230	64,620	65,010	65,400
27	60,620	61,010	61,400	61,790	62,180	62,570	62,960	63,350	63,740	64,130	64,520	64,910	65,300	65,690	66,080	66,470
28	61,690	62,080	62,470	62,860	63,250	63,640	64,030	64,420	64,810	65,200	65,590	65,980	66,370	66,760	67,150	67,540
29	62,760	63,150	63,540	63,930	64,320	64,710	65,100	65,490	65,880	66,270	66,660	67,050	67,440	67,830	68,220	68,610
30	63,830	64,220	64,610	65,000	65,390	65,780	66,170	66,560	66,950	67,340	67,730	68,120	68,510	68,900	69,290	69,680
31	64,900	65,290	65,680	66,070	66,460	66,850	67,240	67,630	68,020	68,410	68,800	69,190	69,580	69,970	70,360	70,750
32	65,970	66,360	66,750	67,140	67,530	67,920	68,310	68,700	69,090	69,480	69,870	70,260	70,650	71,040	71,430	71,820
33	67,040	67,430	67,820	68,210	68,600	68,990	69,380	69,770	70,160	70,550	70,940	71,330	71,720	72,110	72,500	72,890
34	68,110	68,500	68,890	69,280	69,670	70,060	70,450	70,840	71,230	71,620	72,010	72,400	72,790	73,180	73,570	73,960
35	68,610	69,000	69,390	69,780	70,170	70,560	70,950	71,340	71,730	72,120	72,510	72,900	73,290	73,680	74,070	74,460
36	69,110	69,500	69,890	70,280	70,670	71,060	71,450	71,840	72,230	72,620	73,010	73,400	73,790	74,180	74,570	74,960
37	69,610	70,000	70,390	70,780	71,170	71,560	71,950	72,340	72,730	73,120	73,510	73,900	74,290	74,680	75,070	75,460
38	70,110	70,500	70,890	71,280	71,670	72,060	72,450	72,840	73,230	73,620	74,010	74,400	74,790	75,180	75,570	75,960
39	70,610	71,000	71,390	71,780	72,170	72,560	72,950	73,340	73,730	74,120	74,510	74,900	75,290	75,680	76,070	76,460
40	71,110	71,500	71,890	72,280	72,670	73,060	73,450	73,840	74,230	74,620	75,010	75,400	75,790	76,180	76,570	76,960
41	71,610	72,000	72,390	72,780	73,170	73,560	73,950	74,340	74,730	75,120	75,510	75,900	76,290	76,680	77,070	77,460
42	72,110	72,500	72,890	73,280	73,670	74,060	74,450	74,840	75,230	75,620	76,010	76,400	76,790	77,180	77,570	77,960
43	72,610	73,000	73,390	73,780	74,170	74,560	74,950	75,340	75,730	76,120	76,510	76,900	77,290	77,680	78,070	78,460

D. Teaching Assistant Salaries

The Teaching Assistants' salary schedule is indexed at (.475 times Teachers' Salary Schedule, BA column, divided by 200 days, divided by 7 hours and 30 minutes) for each year.

TEACHING ASSISTANTS	
Bachelors Degree	\$.75/hr
NYS Certification or equivalent	\$1.00/hr
Masters Degree	\$1.25/hr
Student Mediators	\$.75/hr

(Teaching Assistant Salary Schedule shown on Page 52)

1. Teaching assistants will receive \$316 in 2001-02; \$329 in 2002-03; and \$342 in 2003-04 above regular salary beginning in their eighth year of credited service; this adjustment will only be made at the start of the school year.

2. In the event that any teaching assistant terminates employment prior to commitment under this agreement, that teaching assistant will be expected to reimburse the school district for any and all overpayment of monies as may be determined by the Business Office.

3. Teaching assistants shall not be penalized through salary deduction or extension of work year for services not rendered on such days when school is not in session as a result of emergency, school closing, or Superintendent's Conference Day.

4. Teaching assistant providing student mediation and safety services will be paid at his/her hourly rate of pay for each hour of assigned work up to 40 hours per week during any week of the calendar year. Any work in excess of 40 hours in any week shall be paid at one and one-half (1 1/2) times the regular hourly rate of pay.

13-MAR

TEACHER ASSISTANTS				
	2000-2001	2001-2002	2002-2003	2003-2004
STEP	HOURLY RATE	HOURLY RATE	HOURLY RATE	HOURLY RATE
1	\$9.00	\$10.01	\$10.32	\$10.39
2	\$9.32	\$10.33	\$10.64	\$10.73
3	\$9.64	\$10.66	\$10.96	\$11.06
4	\$9.96	\$10.98	\$11.29	\$11.40
5	\$10.28	\$11.31	\$11.61	\$11.74
6	\$10.60	\$11.63	\$11.94	\$12.08
7	\$10.91	\$11.95	\$12.26	\$12.42
8	\$11.23	\$12.28	\$12.59	\$12.76
9	\$11.55	\$12.60	\$12.91	\$13.10
10	\$11.87	\$12.93	\$13.24	\$13.44
11	\$12.19	\$13.25	\$13.56	\$13.78
12	\$12.51	\$13.58	\$13.89	\$14.11
13	\$12.82	\$13.90	\$14.21	\$14.45
14	\$13.14	\$14.23	\$14.54	\$14.79
15	\$13.46	\$14.55	\$14.86	\$15.13
16	\$13.78	\$14.88	\$15.18	\$15.47
17	\$14.10	\$15.20	\$15.51	\$15.81
18	\$14.42	\$15.52	\$15.83	\$16.15
19	\$14.74	\$15.85	\$16.16	\$16.49
20	\$15.05	\$16.17	\$16.48	\$16.82
21	\$15.37	\$16.50	\$16.81	\$17.16
22		\$16.82	\$17.13	\$17.50
23		\$17.15	\$17.46	\$17.84
24		\$17.47	\$17.78	\$18.18
25		\$17.80	\$18.11	\$18.52

[Handwritten signature]

E. Counselors, Psychologists, and Social Workers

1. Guidance counselors, school psychologists, and social workers will work a basic extended 10-month school year from September 1 to June 30 as defined in Article 5 of this Agreement.

2. Guidance counselors, school psychologists, and social workers shall receive a differential for the extended work year of \$3,295 for 2001-02, \$3,427 for 2002-03, and \$3,564 in 2003-04.

F. Coordinators

1. Coordinators will work a basic extended 10-month school year from September 1 to June 30 as defined in Article 5 of this Agreement.

2. All coordinators shall be paid a differential of \$3,295 for 2001-02, \$3,427 for 2002-03, and \$3,564 for 2003-04. Such employees shall not be eligible for any additional monies September 1 to June 30.

3. Coordinators shall be relieved of all supervisory duties.

G. Summer Employment

Each unit member holding any of the following positions shall receive 1/200 of his/her salary for each day worked in July and August:

- 1) Coordinator
- 2) School Psychologist
- 3) Guidance Counselor
- 4) Social Worker
- 5) Marching Band Leader
- 6) Agricultural Instructor
- 7) Unit members assigned to screen, test, or assess students (prorata)

H. Extra-Curricular Activities

1. Required duties may not include non-teaching service such as janitorial, police, or bus driving, not normally performed by unit members, but may include supervision of extra-curricular functions. Such supervision will be assigned using a volunteer roster. When there are no volunteers, supervisors will be assigned using a rotating alphabetical roster that shall be continued from year to year. Such a roster will be developed in cooperation with the Association and managed by the Association. Teachers may switch assignments when mutually agreed and with the approval of the Building Principal or, for Music Department activities, the Superintendent of Schools. In the case of chaperoning events, the numbers of chaperones will be determined by the Director of H.P.E.R.A. or the appropriate building principal.

Each supervisor will be paid according to the following schedule for the 2001-02, 2002-03, and 2003-04 school years:

EXTRA-CURRICULAR ACTIVITIES	RATE OF COMPENSATION		
EVENT	2001-02	2002-03	2003-04
Play	\$36.	\$38.	\$39.
Dance	56.	58.	61.
Prom	56.	58.	61.
Concert	30.	31.	33.
Athletic Event	36.	38.	39.
AFTER SCHOOL MUSIC DEPARTMENT ACTIVITIES			
All State	\$73.	\$76.	\$79.
Bi-County	73.	76.	79.
Solo Festival	73.	76.	79.
FULL DAY MUSIC DEPARTMENT ACTIVITIES			
All State	\$146.	\$151.	\$157.
Bi-County	146.	151.	157.
Solo Festival	146.	151.	157.

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		1.04	1.04	1.04
EXTRA PAY FOR EXTRA DUTY	2000-2001	2001-2002	2002-2003	2003-2004
Head Teacher, Primary	\$1,368	\$1,673	\$1,740	\$1,810
Head, Department	\$1,368	\$1,673	\$1,740	\$1,810
Advisors:				
Senior Class	\$1,286	\$1,337	\$1,390	\$1,446
Junior Class	\$384	\$399	\$415	\$432
Sophomore Class	\$301	\$313	\$326	\$339
Freshman Class	\$301	\$313	\$326	\$339
Eighth Grade	\$264	\$275	\$286	\$297
Seventh Grade	\$264	\$275	\$286	\$297
Student Council, High	\$794	\$826	\$859	\$893
Student Council, Middle	\$666	\$693	\$721	\$750
AFS	\$410	\$426	\$443	\$461
Art Club, Middle	\$377	\$392	\$408	\$424
Drama Club (per play not to exceed 3)	\$435	\$452	\$470	\$489
Drama Club, Assist. (per play not to exceed 3)	\$225	\$234	\$243	\$253
Drug Quiz	\$755	\$785	\$816	\$849
Forensic	\$410	\$426	\$443	\$461
Junior Classical League	\$301	\$313	\$326	\$339
Key Club	\$410	\$426	\$443	\$461
National Honor Society	\$601	\$625	\$650	\$676
Newspaper, High	\$794	\$826	\$859	\$893
Odyssey of Mind	\$755	\$785	\$816	\$849
SADD	\$410	\$426	\$443	\$461
Science Fair	\$653	\$679	\$706	\$734
Ski Club, High	\$410	\$426	\$443	\$461
Ski Club, Middle	\$410	\$426	\$443	\$461
Spelling Bee	\$712	\$740	\$770	\$801
Whiz Quiz	\$755	\$785	\$816	\$849
Yearbook	\$985	\$1,024	\$1,065	\$1,108
Jazz Rock	\$985	\$1,024	\$1,065	\$1,108
Stageband	\$419	\$436	\$453	\$471
Marching Band Leader	\$1,368	\$1,423	\$1,480	\$1,539
Asst. Marching Band Leader, Spring (3)	\$634	\$659	\$685	\$712
Asst. Marching Band Leader, Summer (3)	\$634	\$659	\$685	\$712
Pep Band Leader (Fall Season)	\$634	\$659	\$685	\$712
Pep Band Leader (Winter Season)	\$634	\$659	\$685	\$712
Musical:				
Musical Director(s) - max. 3 (ea)	\$1,035	\$1,076	\$1,119	\$1,164
Artistic director(s) - max. 2 (ea)	\$1,035	\$1,076	\$1,119	\$1,164
Accompanist	\$1,035	\$1,076	\$1,119	\$1,164
Choreographer	\$518	\$539	\$561	\$583
Pit Musicians - max. 10 (ea)	\$129	\$134	\$139	\$145
Play, Junior/Senior	\$712	\$740	\$770	\$801
Play, Junior/Senior Assist.	\$384	\$399	\$415	\$432
Play, Middle	\$653	\$679	\$706	\$734
In cases where more than one individual shares one of the above, an additional \$200 will be shared equally by the individuals.				

CONTRACT/IREA/BOARD OF EDUCATION 2001-2004

J.1

COACHING STIPENDS SPORT		2001-2002	2002-2003	2003-2004
Baseball				
	Head Varsity, boys	\$2,347	\$2,441	\$2,539
	JV boys	\$1,874	\$1,949	\$2,027
	Modified	\$1,262	\$1,312	\$1,364
Basketball				
	Head Varsity, boys	\$2,347	\$2,441	\$2,539
	JV boys	\$1,874	\$1,949	\$2,027
	JV "B" boys	\$1,679	\$1,746	\$1,816
	Head Varsity, girls	\$2,347	\$2,441	\$2,539
	JV girls	\$1,874	\$1,949	\$2,027
	Girls, 7th grade	\$1,262	\$1,312	\$1,364
	Girls, 8th grade	\$1,262	\$1,312	\$1,364
	Boys, 7th grade	\$1,262	\$1,312	\$1,364
	Boys, 8th grade	\$1,262	\$1,312	\$1,364
Bowling		\$1,205	\$1,253	\$1,303
Cheerleading				
	Varsity, Fall	\$1,192	\$1,240	\$1,290
	JV, Fall	\$982	\$1,021	\$1,062
	Varsity, Winter	\$1,192	\$1,240	\$1,290
	JV, Winter	\$982	\$1,021	\$1,062
Football				
	Varsity, Head	\$2,546	\$2,648	\$2,754
	Asst. Varsity I	\$2,310	\$2,402	\$2,498
	Asst. Varsity II	\$2,310	\$2,402	\$2,498
	Head JV	\$2,310	\$2,402	\$2,498
	Asst. JV	\$1,586	\$1,649	\$1,715
	Head Modified	\$1,679	\$1,746	\$1,816
	Asst. Modified	\$1,586	\$1,649	\$1,715
Golf		\$1,586	\$1,649	\$1,715
Hockey				
	Head Varsity			
	Asst. Varsity			
LaCrosse				
	Varsity, Head	\$2,546	\$2,648	\$2,754
	Asst. Varsity	\$2,310	\$2,402	\$2,498
	Head JV	\$2,310	\$2,402	\$2,498
	Asst. JV	\$1,586	\$1,649	\$1,715
	Head Modified	\$1,679	\$1,746	\$1,816
	Asst. Modified	\$1,586	\$1,649	\$1,715

CONTRACT/IREA/BOARD OF EDUCATION 2001-2004

COACHING STIPENDS SPORT		2001-2002	2002-2003	2003-2004
Soccer				
	Head Varsity, boys	\$2,347	\$2,441	\$2,539
	Asst. Varsity, boys	\$1,874	\$1,949	\$2,027
	JV boys	\$1,874	\$1,949	\$2,027
	Head Varisty, girls	\$2,347	\$2,441	\$2,539
	Asst. Varsity, girls	\$1,874	\$1,949	\$2,027
	JV girls	\$1,874	\$1,949	\$2,027
	Modified, boys	\$1,262	\$1,312	\$1,364
	Modified, girls	\$1,262	\$1,312	\$1,364
Softball				
	Head Varsity, girls	\$2,347	\$2,441	\$2,539
	JV girls	\$1,874	\$1,949	\$2,027
	Modified	\$1,262	\$1,312	\$1,364
Swimming				
	Head Varsity, boys	\$2,347	\$2,441	\$2,539
	Head Varisty, girls	\$2,347	\$2,441	\$2,539
	Modified, boys	\$1,262	\$1,312	\$1,364
	Modified, girls	\$1,262	\$1,312	\$1,364
Tennis				
	Fall, girls	\$1,774	\$1,845	\$1,919
	Spring, boys	\$1,774	\$1,845	\$1,919
Track				
	Cross Country	\$1,741	\$1,811	\$1,883
	Track, Outdoor girls	\$2,347	\$2,441	\$2,539
	Assist, girls	\$1,874	\$1,949	\$2,027
	Track, Outdoor boys	\$2,347	\$2,441	\$2,539
	Assist, boys	\$1,874	\$1,949	\$2,027
	Track, Indoor, co-ed	\$2,347	\$2,441	\$2,539
	Modified, girls	\$1,262	\$1,312	\$1,364
	Assist, girls	\$1,179	\$1,226	\$1,275
	Modified, boys	\$1,262	\$1,312	\$1,364
Volleyball				
	Head Varisty, girls	\$2,347	\$2,441	\$2,539
	JV girls	\$1,679	\$1,746	\$1,816
	Mod/jh	\$1,262	\$1,312	\$1,364
Wrestling				
	Head Varsity	\$2,347	\$2,441	\$2,539
	JV	\$2,009	\$2,089	\$2,173
	Modified	\$1,262	\$1,312	\$1,364
Longevity (experience)		\$34	\$36	\$37

2. For longevity, coaches will receive one year of credited service for each season of coaching excluding the first year.
 - a. Unit members with coaching experience in the same sport in the District will be given full credit for experience at any level and will be given fifty percent experience credit for coaching in another sport.
 - b. Unit members with coaching experience in another district will be given credit for experience up to their full experience if in the same sport at any level they are coaching in this District and up to fifty percent experience credit for coaching in another sport.
3. In the event that a Varsity or Assistant Varsity Coaches' coaching duties extend beyond the scheduled season as a result of his/her team qualifying for playoffs, league tournaments, class, sectional or intersectional competition, such coach(es) shall receive 10% of the base stipend for each contest played beyond the regular season.
4. Coaches' salaries of new sports, as might be approved by the Board of Education, will be funded by additional monies based upon criteria set forth in Appendix A as mutually agreed upon.
5. Extra pay for coaching or coordinating intramurals
 - a. Unit members with coaching a minimum of ten (10) one-hour sessions, or their equivalent, will be paid a maximum of \$255 in 2001-02, \$265 in 2002-03, and \$276 in 2003-04.
 - b. If ten (10) one-hour sessions, or their equivalent, are not completed, a pro rata amount to be agreed upon by the Superintendent of Schools and the President of the IREA will be paid.
 - c. The Organizer of Middle School Intramurals will be paid a stipend of \$301 in 2001-02, \$313 in 2002-03 and \$325 in 2003-04 for each of three intramural seasons: Fall, Winter, and Spring.
6. Coaching salaries will be paid upon completion of all coaching duties, including any necessary year end paper work and return of equipment.

8. Evaluation of Coaches

- a. Effective September 1, 1993, the District shall have the right to evaluate the performance of employees hired for coaching positions. Evaluation shall be consistent with Coaching Evaluation Philosophy/Purpose and completed on forms specified in Appendix "E."
- b. Such evaluation shall be used by the District to determine the employee's performance as a coach and may be considered by the District for any further appointments.
- c. In the event that other events occur during the course of an employee's performance as a coach that the District believes should be considered in relation to the employee's overall performance with the District, the District reserves the right to comment upon such incident(s) through the use of counseling memoranda and/or letters of reprimand.
- d. A copy of the coaching evaluation is annexed hereto as Appendix "E."

8.a. Qualified members of the bargaining unit shall be given priority for coaching vacancies except for non-bargaining unit members who have coached at Indian River in the same sport for three years or more and have the appropriate certification from the Commissioner of Education. In this case they will be treated as equivalent to unit members. For the purposes of this clause "qualified" shall mean

(1) meeting the requirements set forth in Section 135.4 of the Regulations of the Commissioner of Education, and

(2) having received a satisfactory coaching evaluation(s) in the prior school year, or being otherwise a member of the bargaining unit and not having coached in the prior school year.

- b. In the event that no qualified members of the bargaining unit applies for a coaching vacancy, non-bargaining unit members may be appointed to such coaching vacancy.

K. Summer and Vacation Curriculum Work

Unit members participating in summer and vacation curriculum work shall be paid at the rate of \$19.80 per hour in 2001-02, \$20.59 in 2002-03, and \$21.42 in 2003-04. All curriculum work done by unit members shall be performed on a voluntary basis.

In addition, unit members participating in the interview or orientation process shall be paid at the rate of \$19.80 per hour in 2001-02, \$20.59 per hour in 2002-03, and \$21.42 per hour in 2003-04.

L. Extended Work

The following positions shall be paid at one two-hundredth (1/200) of their salary for days worked during times other than the regular school calendar year:

District-wide Interactive Technology Specialists
School-to-Work Teacher

Such workdays shall be prescribed in number and with prior written approval of the Superintendent or Assistant Superintendent regarding the nature of the work to be done.

ARTICLE 23

RETIREMENT INCENTIVE

A. Unit members who meet the following criteria will be eligible for a deferred income payment, as follows. The teacher may elect (a) to be paid on the first working day of the calendar year following the year of retirement, or, (b) to have the money paid as part of their final year's salary.

Teachers: \$7,500 in the school year in which the employee is first eligible to draw benefits without any reduction for age or service.

Teaching Assistants: \$3,000 - in the school year in which the employee is first eligible to draw benefits without any reduction for age or service.

1. The unit member must be of an age by August 31, following notice of retirement that he/she is eligible to draw benefits from the TRS without any diminution of benefits due to age or service and have completed at least 15 years of full-time service in the District by the date of retirement.

2. The unit member must submit his/her resignation to the Superintendent by April 15 of the year of retirement.

3. If the retirement is a disability retirement, the age restriction of 55 and advance notice, shall be waived, provided the member has at least ten (10) years of full-time service in the District on the effective date of retirement.

4. The unit member must have (obtain) an approved retirement from the New York State Teachers' Retirement System.

5. The unit member must not be subject to mandatory retirement requirements prior to August 31 following the current school year.

6. Unit member who give notice of retirement, but are requested by the District to stay in service for additional years, will continue to be eligible for the amount they were eligible for on date of original retirement notice.

B. In addition, unit members will be paid \$25 per unused sick leave day that they have accumulated through date of retirement.

The member may elect (a) to be paid on the first working day of the calendar year following the date of retirement, or, (b) to have the money paid as part of his/her final year's salary.

Such payment for sick leave will be in lieu of any other payment for sick leave.

ARTICLE 24

EQUAL EMPLOYMENT OPPORTUNITIES

The Association warrants that there is no discrimination in the Indian River Education Association based on race, religion, sex, national origin, age or disability. The Association further warrants that membership in, advancement within, or effective participation by any member is not influenced in any manner by these considerations.

ARTICLE 25

JUST CAUSE CLAUSE

No tenured member shall be dismissed, disciplined, reduced in rank or compensation except for:

1. Persistent tardiness
2. Serious or continued failure to complete required reports on time.
3. Serious or continued failure to meet acceptable standards of teaching performance in the classroom, as established by the District.
4. Inability to control student behavior
5. Inadequate command of subject matter
6. Repeated poor language usage in the classroom
7. Serious or repeated failure to comply with administrative directives.
8. Use of alcohol or illegal drugs while on the job
9. Immorality
10. Dishonesty
11. Serious or continued failure to accept assigned duties
12. Unwarranted abusive criticism of fellow employees in the media, PTA meetings, or other public forums.
13. Serious or repeated misuse of sick leave or other leave
14. Conviction of a crime involving drugs
15. Such other just cause as may be shown

ARTICLE 26

DUE PROCESS FOR PROBATIONARY MEMBERS

A. Dismissal and/or discipline for non-tenured members employed in the Indian River School District will be governed by due process as follows:

1. Members will be advised of performance standards to be met in classroom performance, paid extra-curricular activities and other assigned duties.

2. Evaluation techniques will be utilized as outlined in this contract. The employee will be warned in writing of the failure to meet the standards of the District regarding classroom performance.

Specific suggestions for improvement in classroom performance will be made in deficient areas. The member will be advised of the possibility of non-renewal or denial of tenure, if such is the case.

3. Substantiation will be given that, despite the warning, the employee has failed to correct the deficiency through presentation of relevant evidence.

4. When a particular incident or occurrence is, in and of itself, extremely serious or the employee may reasonably have been expected to know that his or her conduct was seriously inappropriate, then in such as instance action may be taken by the District without regard of #1, #2, or #3 above.

B. In the case of a grievance over employee dismissal, either the Association or the District may request arbitration by a third party, whose decision shall be binding. In such a grievance, the arbitrator shall be limited solely to questions of procedure and shall be constrained from ruling on questions of administrative judgment.

ARTICLE 27

MISCELLANEOUS PROVISIONS

A. All terms and conditions of employment not covered or abridged by this agreement shall continue to be subject to the Board's exclusive direction and control during the life of the agreement.

B. This agreement shall supersede any rules, regulations or practices of the Board that shall be contrary to or inconsistent with its terms. The provisions of this agreement shall be incorporated into and be considered part of the established policies of the Board.

C. Contract Integrity

1. Any individual arrangement, agreement or contract between the Board and an individual unit member, heretofore executed, shall be subject to and consistent with the terms and conditions of this agreement and any individual arrangement, agreement or contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual arrangement, agreement or contract contains any language inconsistent with this agreement, this agreement, during its duration, shall be controlling.

2. In order to protect the rights of each member of the Indian River Education Association under the Contract and to protect the integrity of the document itself, any exceptions to the Agreement deemed necessary to address a specific individual circumstance or need must be approved by a majority vote of the members of the Executive Council of the Indian River Education Association and the Indian River Board of Education. Exceptions approved shall be only for a specified length of time, not to exceed the duration of the Agreement.

D. If any provision of this agreement or any application of the agreement to any member or group of members shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

E. Copies of this agreement shall be printed at the expense of the Board and distributed to all members now employed within two (2) weeks after the execution of this agreement. Members new to the system will be given a copy of the agreement as soon as practicable.

F. The Association, on or before July 1 of each year, or within five (5) days of the change in any item of information, shall furnish to the Board a listing of each and every officer of the Association.

G. On or before July 1 of each year, the Association shall furnish the Board the name of those persons designated to receive any and all legal papers on behalf of the Association.

H. The following articles will be considered not applicable to teaching assistants:

- 6 Curriculum Development
- 8 Summer Sabbatical
- 12 Certification and Assignment
- 14 Hours and Load: A, B, C.1, E
- 15 Class Size
- 18 Lesson Planning, Evaluation & Counseling Memoranda:
A: (lesson plans)
- 22 Pay Scales: C, E, G

I. When the swimming pool and the auditorium are used for community activities, the District shall determine the procedures to be followed for insuring that adequate supervision is available and such supervision and/or lifeguard duty shall not be deemed IREA bargaining unit work.

DURATION OF AGREEMENT

The contract shall be a three-year contract from July 1, 2001 through June 30, 2004.

In the event either party wishes to amend this agreement, notice may be given in accordance with Article 1, Section B. Negotiations concerning such proposed amendments shall proceed in accordance with the provisions of Article 1, Section C, of this agreement. The successor agreements resulting from such negotiations shall take effect beginning the following July 1 or at such time as they may be mutually agreeable to the parties.

INDIAN RIVER CENTRAL SCHOOL BOARD OF EDUCATION

By 
Superintendent of Schools

9/12/01
Date

INDIAN RIVER EDUCATION ASSOCIATION

By 
President IREA

9/12/01
Date

APPENDIX A

PROCEDURES FOR DETERMINING COACHING SALARIES

A. A coach's salary will be determined by allocating points to certain criteria and then using the total points assigned to a sport to determine the base salary for the position. The criteria to be utilized and the points allotted to each criterion are as follows:

1. NUMBER OF STUDENTS SUPERVISED

Number of students	Point Value
1 - 9.....	1
10 - 14.....	2
15 - 19.....	3
20 - 24.....	4
25 +	5

2. NUMBER OF EVENTS

School days	
1 - 4.....	1
5 - 8.....	2
9 - 12.....	3
13 - 16.....	4
17 +	5

Non-School Days	
1 - 2.....	1
3 - 4.....	2
5 - 6.....	3
7 - 8.....	4
9 +	5

3. VARSITY SPORT.....	5
JV Sport Modified.....	2
Assistant/Jr. High/ Elementary/Intramural.....	1

4. PRACTICE TIME

School days.....

Each increment of 1 - 4 days shall equal .5 point,
up to a maximum of 61 days equaling 8 points

Non-school days	
1 - 3.....	1
4 - 6.....	2
7 - 9.....	3

10 - 12.....	4
13 - 15.....	5
16 +	6

B. The criteria points for the positions listed in Article 22, Section J.1. will remain constant for the duration of this agreement.

APPENDIX B

PRE-CONFERENCE FORM

Please complete the following information and return to the administrator on or before a pre-conference for a formally scheduled observation.

Class Taught

Grade

Time

Teacher's Name

Administrator's Name

Date

=====

1. What are the objectives of this lesson?

2. Where are you in the course or curriculum? (Unit, lesson, pages in text, introductory, middle or culminating activity?)

3. What teaching activities will be observed, and what materials will be used.

4. What will demonstrate that the students have learned?

5. Are there any group or individual characteristics or circumstances that the administrator should be aware?
(Unusual behaviors, interactions, students leaving class during the period, lab work.)

Teacher's Notes

Administrator's Notes

APPENDIX C

SUMMER SCHOOL

1. Employees hired as teachers in the summer school program shall be paid for each summer school course taught as follows: 2001-02, \$1,400; 2002-03, \$1,450; and 2003-04, \$1,500. Employees hired as teaching assistants in the summer school program shall be paid 47.5% of the summer school course rate received by teachers. Each course shall run 28-30 days and shall consist of 1.5 hours of instruction each day. In the event an employee is a teacher or a teaching assistant for more than one course (s)he will receive the above amount for each course (or block of time equivalent for Drivers Education) taught.
2. The District shall post notices of the course that will be offered in summer school throughout the District with a deadline for applications.
 - A. **TEACHERS;** First priority in hiring will be given to District teachers who taught the course being offered in summer school during the preceding school year. Second priority will be given to District teachers who are certified to teach the course being offered in summer school.
 - B. **TEACHING ASSISTANTS:** First priority in hiring will be given to District teaching assistants who were assigned to the course or program during the preceding school year which is most similar to that being offered in summer school. Second priority will be given to District teaching assistants who are qualified for the summer school position.
 - C. In the event of multiple applicants who meet the first or second priority in A or B above, District seniority will be used as a tie-breaker with the most senior applicant being hired for the position.
 - D. In the event there are no District applicants who fulfill the requirements set forth in the first two levels of hiring, the District will then be free to hire any person it chooses.
3. District teachers and teaching assistants hired for the summer school program will be permitted to utilize one (1) previously accumulated sick day. Such day, if used, will be deducted from his/her accumulated sick leave. Any absence in excess of one (1) day shall result in a loss of 1/30th of his/her summer school salary per day per course.

4. It is not intended that any formal evaluation procedures will be undertaken with respect to summer school teaching assignment.
5. In the event that there is a dispute with respect to the terms set forth herein, the IREA shall have the right to submit a grievance in accordance with the terms of Article 2 of this Agreement.

It is expressly understood that all other terms of this Agreement shall not be applicable to the summer school program.

**INDIAN RIVER CENTRAL SCHOOL DISTRICT
CLASSROOM OBSERVATION FORM**

Name of Instructor _____ School _____

Status 1 2 3 Tenure _____ Date of Observation _____ Time In/Out _____

Subject and Grade _____ Name of Observer _____

Overall Assessment:	Satisfactory	Needs to Demonstrate Progress	Unsatisfactory
---------------------	--------------	-------------------------------	----------------

Not Applicable	Lesson Objectives and classroom activities:		Exemplary Evaluator will comment	Very Good	Good Demonstrates Standard	Needs to Demonstrate Progress Evaluator will comment.	Unsatisfactory Evaluator will comment.
A. Instructor Characteristics							
	1. Poise: The instructor exhibits composure and self-assuredness.						
	2. Communications Skills: The instructor's verbal, written, and non-verbal communications are clear and appropriate.						
	3. Demeanor: The instructor is enthusiastic, shows concern for students, and demonstrates an interest in learning which is conveyed to the students.						
B. Lesson Presentation							
	1. Planning: There is evidence of pre-planning; (i.e., lesson plans, materials, course outline or developmental sequence.						
	2. Method of Presentation:						
	a. The instructor teaches to the objectives and communicates their importance to the students.						
	b. The instructor meets the individual needs of students by using appropriate materials and methods.						

Not Applicable	Name of Instructor:	Exemplary Evaluator will comment	Very Good	Good Demonstrates Standard	Needs to Demonstrate Progress Evaluator will comment.	Unsatisfactory Evaluator will comment.
	Name of Evaluator:					
	Date _____					
	B2. Lesson Presentation: (Method of Presentation):					
	c. The instructor provides timely and specific evaluative feedback to student responses.					
	d. The instructor uses a variety of teaching strategies and activities in the lesson to actively involve the students.					
	e. The instructor checks for understanding and monitors student progress					
	f. The lesson evidences organization in terms of an anticipatory set, logical development, and closure.					
	C. Instructional Setting					
	1. The instructional setting is conducive to learning					
	2. Learning materials appropriate to the lesson are readily available to students.					
	D. Classroom Atmosphere					
	1. Procedures and rules are well-defined and understood by the class.					
	2. The instructor keeps the students actively engaged and on task.					
	3. The instructor encourages and capitalizes upon appropriate student ideas.					

1. Observer's Comments: Reactions to Classroom Situations

2. Recommendations

3. Exemplary Practices

4. Instructor Comments

Instructor's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

SUMMATIVE EVALUATION

Directions: This form will be distributed at the beginning of each school year, and will serve in an advisory capacity for teachers and teaching assistants to have input with their overall evaluation. It will be completed by administrators on an annual basis, either as a part of, or separate from a classroom observation. For non-tenured staff, this form will be completed no sooner than the fourth quarter of each of the probationary years.

Instructor: _____

Date: _____

Building _____

Evaluator: _____

Status 1 2 3 Tenure Other: _____

1. Professional Qualities

2. Contributions to Total Program

3. Instructor's Comments

Instructor's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

Indian River Central School

Coaching Evaluation Form

Name: _____

Observer: _____

Sport: _____

Date: _____

E - Exemplary (Evaluator will comment)

V - Very Good

G - Good (Demonstrates Standard)

N - Need to Demonstrate Progress
(Evaluator will comment)

U - Unsatisfactory (Evaluator will comment)

	Coaching Characteristics	E	V	G	N	U
1	Develops respect by example in appearance, behavior, language, and conduct During practice and games.					
2	Provides supervision during practice, games, bus trips, locker room, and at other schools.					
3	Follows the rules, regulations and policies set forth in the Coaches' Handbook, Board of Education, State, Section, and League guidelines and administers the policies in a fair and equitable manner.					
4	Has a well-planned and organized practice schedule.					
5	Show patience, tolerance and understanding toward team members.					
6	Encourages student sportsmanship.					
7	Continues to be updated in C.P.R., First Aide for Coaches.					
8	Continues to be updated in coaching methods and techniques.					
9	Develops sound public relations with parents, students, staff, community and media.					
10	Communicates with parents and students concerning team and individual matters.					
11	Works with all coaches within the program to develop a well coordinated program.					
12	Is concerned about care of equipment, including issue, collection, and inventory.					
13	Keeps Athletic Director informed about program events.					

Indian River Central School
Coaching Evaluation Form

Page 2...

1. Comments and Recommendations from Observer:

2. Coach's Comments:

Coach's Signature

Date

Observer's Signature

Date

COACHING EVALUATION FORM

Philosophy/Purpose

The coaching evaluation form shall be used to deem a person "qualified" for reappointment as a coach, based upon satisfactory performance.

Procedures

- 1) The Athletic Director will evaluate all coaches at least once a season based upon, but not limited to, observations made during practices and games.*
- 2) The Head Varsity coaches will play an advisory role to the Athletic Director in regard to other coaches in that sport.*
- 3) If any specific characteristic observed is deemed "needs to demonstrate progress" or "unsatisfactory," it will be noted in writing, brought to the attention of the coach concerned within five (5) days of occurrence, acknowledged by signatures of both evaluator and coach, and attached to this evaluation form. Each coach will have an opportunity to react in writing to this matter. The coach will have three (3) school days to respond and his written statement will be attached to the evaluation form.*
- 4) The written observation form will not be part of the teacher/coach's official personnel file kept in the District Office, unless so requested by the teacher/coach.*

INDIAN RIVER CENTRAL SCHOOL DISTRICT PUPIL PERSONNEL SERVICES EVALUATION FORM

Name:

School:

Status: 1 2 3 Tenure

Position:

Evaluator:

	Exemplary Evaluator will comment	Very Good	Good Demonstrates Standard	Needs to Demonstrate Progress Evaluator will comment	Unsatisfactory Evaluator will comment
A. Assessment					
Psychologist					
1. Knowledge and proficiency in administering and interpreting psychoeducational instruments.					
School Counselor and Psychologist					
1. Knowledge and proficiency in administering and interpreting standardized testing instruments.					
2. Knowledge and proficiency in administering and interpreting intellectual instruments.					
3. Knowledge and proficiency in behavioral assessments.					
4. Level of knowledge and understanding of learning disorders.					
5. Level of knowledge and understanding of emotional and/or behavioral disorders.					
6. Knowledge and proficiency in conducting family histories. *					

* This item will apply only to those psychologists and counselors who conduct family histories as a part of their regular job duties.

**INDIAN RIVER CENTRAL SCHOOL DISTRICT
PUPIL PERSONNEL SERVICES EVALUATION FORM**

	Exemplary Evaluator will comment	Very Good	Good Demonstrates Standard	Needs to Demonstrate Progress Evaluator will comment	Unsatisfactory Evaluator will comment
Social Worker					
1. Knowledge and proficiency in assessing family and social factors affecting education.					
2. Knowledge and proficiency in conducting family histories.					
B. Crisis Intervention					
1. Knowledge and proficiency in dealing with crisis.					
2. Knowledge and proficiency in obtaining outside intervention.					
C. Professional Development					
1. Willingness to develop administration and interpretation skills with new assessment methods.					
2. Willingness to participate in workshops and conferences in order to increase knowledge and to enhance specific skills.					
D. Professional Relationships					
1. Ability to interact effectively with students.					
2. Ability to communicate effectively with teachers.					
3. Ability to communicate effectively with parents.					
4. Ability to communicate effectively with administrators.					
5. Ability to communicate effectively with other school personnel.					

**INDIAN RIVER CENTRAL SCHOOL DISTRICT
PUPIL PERSONNEL SERVICES EVALUATION FORM**

	Exemplary Evaluator with comment	Very Good	Good Demonstrates Standard	Needs to Demonstrate Progress Evaluator with comment	Unsatisfactory Evaluator with comment
E. Professionalism					
1. Quality of recommendations for intervention.					
2. Quality of written reports.					
3. Efficiency of processing referrals.					
4. Follow-up procedures, i.e. teacher conferences, student counseling, consultation with teachers and parents involved in intervention techniques.					
5. Ability to advocate effectively for students.					

Overall Assessment	Satisfactory		Needs to Demonstrate Progress		Unsatisfactory	
--------------------	--------------	--	-------------------------------	--	----------------	--

**INDIAN RIVER CENTRAL SCHOOL DISTRICT
PUPIL PERSONNEL SERVICES EVALUATION FORM**

Overall Evaluation of _____ School _____
Status _____ Area _____ Date _____

I. Job Description Fulfillment:

II. Contribution to Total Program:

III. Exemplary Practices:

IV. Staff Member's Comments:

Staff Member

Evaluator

Date

Date

PERSONAL LEAVE REQUEST FORM

To: (Building Principal)
From: (IREA Member)
Subj: Request for Personal Leave
Date: *

I am requesting the use of a personal day(s) on _____.
As per contract, I assure you that this request for personal business is not for vacation or recreation. Likewise, I assert that this personal business is of such that it cannot be scheduled other than during the contractual work day.

*two working days in advance

ADMINISTRATIVE ACTION

_____ Received ** _____ Acknowledged

Signature _____

** forward to Superintendent due to vacation implications.

VACATION EXTENSIONS

If this day is to be used the day before or after a vacation, please provide specific reasons why such day is required.

_____ Approved _____ Disapproved

Superintendent of Schools _____

INDIAN RIVER CENTRAL SCHOOL DISTRICT

COMPARISON OF EVALUATION TRACKS

APPRENTICE			TENURED / MASTERY	
WHO	Teachers in first year in district	All other non-tenured teachers	Two-thirds of tenured teachers at option of principal	One-third of tenured teachers
GENERAL DESCRIPTION	Orientation program and Evaluation program as stated in contract	Evaluation program as stated in contract (previously tenured teachers must attend orientation programs)	Non-traditional: emphasis on goal setting, and peer observation and assistance and research projects Little or no involvement with the principal	Evaluation program as in contract
PRIMARY* EVALUATOR	Principal/Supervisor	Assistant Superintendent/ Principal	Principal/Supervisor	Principal/ Supervisor
OBSERVATIONS (minimum)	As per contract with pre-conference Unannounced observations need no pre conference	As per contract with pre-conference Unannounced conferences need no pre-conference	No observation from principal unless goals indicate the necessity; Two observations by a peer; Observe a peer twice	As per contract post-observation conference and Informal Observations

*Does not preclude other certified administrators from evaluations.

EVALUATION CYCLE

BEGINNING –
3RD YEAR
APPRENTICE

TENURED
TEACHERS

INTERVENTION

APPRENTICE – MORE TRADITIONAL

MASTERY - GOAL SETTING AND PEER-OBSERVATION

TENURED - MORE TRADITIONAL

INTERVENTION - ASSISTANCE PROGRAM

Throughout the document “principal” will refer to building principal, supervisor or any other administrative designee

GOAL-SETTING	Between 1 st day of school and one week after 1 st Assessment prior to Summative evaluation Conference	Between 4/15 of the prior year & end of first month of school; Assessment prior to summative evaluation conference (previously tenured teacher date to be set up with principal/supervisor)		Second year teacher
Parent-Student Input	May use survey; encouraged to share with principal and/or mentor; Principal/supervisor	same as first year teacher	May use survey; may share with peer observer or principal /supervisor	May use survey; encouraged to share with principal and/or mentor; principal/supervisor may request survey be done

**INDIAN RIVER CENTRAL SCHOOL DISTRICT
TEACHER EVALUATION PROGRAM**

APPRENTICE

PARTICIPANTS

This track is for teachers who are non-tenured in the Indian River Central School District.

EVALUATOR

The principal or director/supervisor/administrative designee of each school is the primary evaluator for the teacher. For itinerant teachers, a principal or administrative designee will be assigned as the primary evaluator for the teacher. The primary evaluator will conduct formal observations, informal observations, gather other data, and complete the summative evaluation form.

MEETING FOR EXPLANATION

Within the first two weeks of school the principal or the designee will meet with all teachers to go over the evaluation process which will include information relative to the evaluation.

DISTRICT STAFF DEVELOPMENT

All teachers on this track will be required to participate in Effective Teaching training. This is an integral part of the evaluative process. This training could be done before school starts for new employees.

CLASSROOM OBSERVATIONS

As per contract

MENTORING

Set up a system that would allow the principal to appoint a teacher (volunteer from Tenured/Mastery) to serve as an apprentice mentor. The mentor will be responsible for visiting with the teacher on a regular basis to answer questions about rules and procedures, expectations, or similar information.

For Track 2 teachers with mentors, there will be at least two times during the year when the teacher is observed by the mentor and, in turn, visits the mentor's class to observe that teacher. There will be pre-and post-observation conferences between teachers. The first will occur during the first two months of the school year.

GOAL – SETTING

For first year teachers, between the beginning of the school year and the week after the principal conducts the first observation, the teacher will be responsible for completing at least two goal statements. For teachers that are non-tenured and not their first year, between April 15 of the prior school year and the end of the first month of the next school year, the teacher will be responsible for completing at least two goal statements. These statements are to come from any of the criteria on which teachers are evaluated. The principal has the right to require the teacher to write a goal to cover an area identified by the principal/supervisor. A principal may have each teacher in the school develop a goal related to an overall school emphasis (e.g. Use of strategies to improve reading, more visibility in the halls, writing across the curriculum, etc.) The principal/supervisor will review the goals, and modifications or changes will be made if deemed necessary by the principal.

SELF-EVALUATION

Prior to June 1 (for first year teachers) and February 15 (for teachers other than first year and non-tenured), the teacher is to conduct at least one self-evaluation by completing the "Teacher Summative Evaluation." These forms will be shared with the principal.

As part of the self-evaluation process, teachers may survey parents and/or students to determine their perceptions of the teachers' job performance. Teachers are encouraged to share the results with their principals (maybe mentors) and reflect this information in their self-evaluation. Principals may request teachers to survey parents and students and to share the results with the principal. Teachers may develop their own surveys, or they may use surveys that are already developed. Any teacher-developed survey should be reviewed and approved by the principal prior to its use.

SUMMATIVE EVALUATION
As per contract

**INDIAN RIVER CENTRAL SCHOOL DISTRICT
TEACHER EVALUATION
MASTERY**

PARTICIPANTS

This track is for approximately two-thirds of the tenured teachers (this number is not a hard or fast number, as experience and skills will determine the actual number). Two out of every three years, a tenured teacher will be on this track, unless the principal chooses to remove the teacher from this track. A teacher cannot be removed from an option for a period of one year except by mutual agreement.

EVALUATOR

The principal or administrative designee. For itinerant teachers, a principal or administrative designee will be assigned as the primary evaluator for the teacher. The primary evaluator will conduct formal observations and gather other data and will complete the summative evaluation.

OPTIONS FOR TEACHERS IN THIS TRACK

OPTION 1 - Teachers in a school who are on this track can work together to provide feedback to each other regarding teaching performance. Teachers who work with each other will observe each other's classroom for the purpose of providing feedback regarding teaching performance. The teachers will conduct pre-observation and post-observation conferences. At least twice each year, each teacher on this track will be observed by a peer and, in turn, will observe a peer. A written summary of the observation will be given to the teacher.

In establishing peer observers a list of a school's Mastery teachers will be made available to each Mastery Teacher who chooses this option at the beginning of the year. Each teacher will select a partner. The principal will assist Mastery teachers in arranging partners, if necessary.

Observations should be of sufficient length to watch a significant portion of the lesson (usually at least 30 minutes). Teachers are encouraged to be creative in finding time to observe their partners' classes. If a teacher cannot find time to observe, the teacher should contact the principal for assistance in covering the class. Use of videotape is encouraged for one of the two required observations.

OPTION 2

ACTION RESEARCH – Individual teachers or a group of teachers identify a problem with which they currently are dealing. For example: An analysis of scores on the ELA test in 4th grade; preventing dropouts or a unit in social studies that teaches critical

thinking. Teachers who select the action research option meet with a committee of teachers and an administrator at the end of the year to report their findings.

OPTION 3

PORTFOLIOS – Under the portfolio option, teachers collect items that they will use to document and to assess their current skill levels. The plan must be approved by the principal. They could include student surveys to find out what feedback students give the teacher, parent surveys, videotapes of the teacher's instruction, examples of students' graded work and similar materials. An example might be a social studies teacher collecting materials he/she uses to teach a 20 week unit on government. When finished he/she reviews the materials, assessments of student achievement and revises the unit according to what was found. The principal and interested teachers will be given final reports at the end of the year.

OPTION 4

PERSONAL GROWTH PLANS – Teachers will select the area in which they wish to enhance their skills. A teacher who chooses this option might concentrate on using technology in their classroom such as an 8th grade teacher integrating a computer into his/her pre-algebra lessons.

The teacher puts their entire plan in writing, including where to obtain the knowledge, what workshops they will attend, what books and articles they expect to read and how they will set up practice activities. It also includes who will observe them as they begin to implement the new learning.

OPTION 5

Mentors for Apprentices

**INDIAN RIVER CENTRAL SCHOOL DISTRICT
TEACHER EVALUATIONS
TENURED**

PARTICIPANTS

This track is for approximately one-third of the tenured teachers in the district (this number is not hard or fast, as the numbers will depend on experience and skill level).

EVALUATOR

The principal of the school, director/supervisor or administrative designee is the primary evaluator for the teacher. For itinerant teachers the same procedure for the other tracks will be used. The primary evaluator will conduct formal observations, gather other data, and complete the summative evaluation.

CLASSROOM OBSERVATIONS

Prior to the evaluator conducting a formal classroom observation, the evaluator and teacher will have a conference. During this conference, the teacher and evaluator will review the objectives for the lesson to be covered, where in the unit the lesson fits, and other specific items relevant to the observation.

As a minimum, the evaluator will conduct the following formal observation/s:

Prior to the end of May there will be one formal observation conducted with two or three short visitations of the same class period/subject area. The formal observation and the short visits will be over a period of ten school days. It is not required to have a conference prior to the short visitations.

After each formal evaluation, the principal will hold a conference with the teacher. A copy of the Evaluation Form, completed by the evaluator, will be shared with the teacher. The teacher will receive a copy of the completed form.

Nothing precludes an evaluator from visiting the classroom and writing more than one formal observation. This type of visit does not require pre and post observation conferences.

GOAL SETTING

Between April 15 of one school year and the end of the first month of the next school year, the teacher will be responsible for completing at least two goal statements. These statements are to come from any of the criteria on which teachers are evaluated. The principal has the right to require the teacher to write a goal to cover an area identified by the evaluator. An evaluator may have each

teacher in this track develop a goal related to an overall school emphasis. The evaluator will review the goals, and modifications or changes will be made if deemed necessary by the evaluator.

SELF-EVALUATION

Prior to February 15, the teacher is to conduct at least one self-evaluation by completing the Teacher Summative Evaluation. These completed forms will be shared with the principal.

As part of the self-evaluation process, teachers may survey parents and/or students to determine their perceptions of the teachers' job performance. Teachers are encouraged to share the results with their principals and reflect this information in their self-evaluation. Principals may request teachers to survey parents or students and share the results with the principal. Teachers may develop their own surveys, or may use surveys already made. Any teacher-developed survey should be reviewed and approved by the principal prior to its use.

SUMMATIVE EVALUATION

As per contract

**INDIAN RIVER CENTRAL SCHOOL DISTRICT
TEACHER EVALUATIONS
INTERVENTION**

PARTICIPANTS

This track is for tenured teachers who are experiencing difficulty due to unsatisfactory performance. This track is designed primarily for those teachers who are demonstrating unsatisfactory performance in the area of instructional process, student relations, or classroom management.

Non-instructional/non-classroom problems (e.g. arrival/departure time violations or confidentiality problems) may or may not result in a teacher being placed on this track.

Teachers who are on this track must sign a statement saying that in the event the District chooses to start terminating their employment in the future, no assistance team member will be subpoenaed to testify in a termination or dismissal hearing. If the teacher refuses to agree not to subpoena assistance team members, then the teacher waives the right to be placed on this track. The district must also sign an agreement waiving their right to subpoena assistance team members.

PHILOSOPHY

Indian River Central School District feels a deep commitment to ensure that each student has the benefit of a quality instructional program. At the same time, the District feels a responsibility to provide intensive, prescriptive assistance to tenured teachers who have been evaluated as less than satisfactory by District standards. The Intervention step provides for a system whereby tenured teachers experiencing difficulty receive assistance for a ninety-day period from peers and continued support from administrators in an effort to assist them to improve their job performance.

INITIATION OF PLACEMENT ON INTERVENTION

If an evaluator determines, and has supporting documentation, that a tenured teacher's job performance does not meet district expectations, then the evaluator must meet with the teacher and inform the teacher that placement on the intervention step will be done. Upon request of the teacher, an IREA representative may be present at meetings.

NOTIFICATION OF RECOMMENDATION TO SUPERINTENDENT

The evaluator will submit to the Assistant Superintendent for Instruction and Personnel Director all documentation concerning the teacher being placed on intervention step. The Assistant Superintendent will notify the evaluator in writing of approval or disapproval of the intervention step placement. If the Assistant Superintendent concurs with the recommendation of the evaluator, the

Assistant Superintendent will inform the evaluator to generate a list of five potential members for the assistance team from a pool of individuals who will have expertise in the area(s) in which the teacher is experiencing difficulty. An attempt will be made to have at least one member of the team be from the same subject-matter area as the teacher.

NOTIFICATION OF TEACHER OF INTERVENTION PLACEMENT

Upon receiving approval from the Assistant Superintendent for intervention placement, the evaluator will inform the teacher. The evaluator will provide the teacher rationale for the placement by reviewing the previously collected documentation. The evaluator will provide in writing the specific areas needing improvement and objectives, which must be accomplished for the teacher to attain satisfactory performance.

The Assistant Superintendent will attend this conference and review the intervention procedures and the list of five potential assistance team members. (Note: If the unsatisfactory performance is in "Relationship with Parents" or "Professional Relations and Responsibilities", the use of an assistance team may not be appropriate. Use of an assistance team in this case will have been determined jointly by the assistant superintendent and the evaluator.)

The teacher will be asked to sign the "Intervention Placement Agreement" waiving his/her right to subpoena assistance team members if a termination or dismissal hearing is held in the future. If the teacher refuses to agree not to subpoena assistance team members, then the Intervention placement will not be made. If the teacher agrees not to subpoena assistance team members, then the placement will be made.

The evaluator and the teacher will select three of the five potential assistance team members to serve on the assistance team. If consensus cannot be reached, the evaluator and the teacher will each strike one name, and the three people whose names remain will serve on the team. (It is not imperative that this be done at the conference if the teacher desires time to think about this.)

NOTIFICATION OF ASSISTANCE TEAM

The Assistant Superintendent will notify the three-team members of their appointments and will select a chairman for the team. The teacher and evaluator will be notified in writing of who will serve as the chairman.

ASSISTANCE TEAM PROCEDURES (NON-EVALUATIVE)

The assistance team is designed to provide optimum support for a teacher in achieving required performance improvement. This team will participate in the development of activities for the remediation plan, observe the teacher's performance, provide direct

assistance as outlined in the plan, suggest further improvement activities, and provide the Intervention teacher with feedback on progress.

TEACHERS ON THE ASSISTANCE TEAM WILL NOT EVALUATE THE INTERVENTION TEACHER

The following outlines the procedures, which will be followed in the Intervention step:

1. Within five days of notification that they have been selected to be team members, the team members will meet with the teacher and the evaluator to discuss areas in which improvement is required and review the performance objectives developed by the evaluator.
2. The assistance team members will arrange for times to conduct individual observations of the teacher. The observations are to be conducted within ten days of the notification of the team members.
3. Within fifteen days of notification of the team members, the team members will meet with the teacher and the evaluator to develop a remediation plan. The remediation plan must be based on the performance improvement objectives established by the evaluator and designed for completion within ninety working days. The plan will include specific improvement activities, timelines, and individual responsibilities of assistance team members, evaluator, and the teacher. All of these persons will sign and receive a copy of the completed remediation plan. The signatures indicate approval of the plan and its implementation.
4. The ninety-day period (school calendar workdays) will begin the day after the conference outlined in #3.
5. During the ninety-day period, the team members will record their efforts and complete their responsibilities.
6. If, in the process of implementing the plan, team members believe that a major modification of the plan needs to be made, the team chairperson will contact the evaluator to schedule a conference to review and revise the plan. This conference will involve the teacher, the evaluator, and the team.
7. At the end of the ninety-day period, the assistance team, the teacher, and the evaluator (if agreed to by the team and teacher) will meet to review progress related to the remediation plan. The Remediation Plan Summary will be completed by the assistance team chairperson and will be signed by the team members, evaluator, and the teacher. This summary will serve as the team's final

report. The teacher may add written comments, if desired, within ten (10) working days of signing the summary. Any and all documents written by the team and teacher cannot be used by either party in any hearing.

8. If teachers require additional time to fulfill number 2 and 3 above, the district shall arrange for such time to be made available.
9. If the teacher wants time away from students it is the district's responsibility to provide time.

EVALUATOR'S RESPONSIBILITIES AND PROCEDURES (EVALUATIVE)

Throughout the implementation of the remediation plan, the performance of the teacher will be monitored and documented by the evaluator.

A minimum of three formal observations by the evaluator will be required during the ninety-day remediation period. Informal observations are not limited. Formal observations follow the identical procedures outlined in the contract. A post-conference is required for each formal observation.

SUMMATIVE EVALUATION CONFERENCE AND REPORT

At the end of the ninety-day period and after the final conference with the assistance team, a summative evaluation will be completed by the evaluator based on the teacher's progress toward remediation objectives, formal and informal observations. A conference with the teacher will be held to review the evaluation. A copy of the signed evaluations will be provided to the teacher. The originals including observations and the teacher's comments (if any), will be forwarded to the assistant superintendent and superintendent for review. After the review, the signed evaluation and all observations will be forwarded to the personnel department for inclusion in the teacher's personnel file.

The completed evaluation and placement within the evaluation system are final.

Using all the data collected during remediation period the evaluator will determine future placement of the teacher within the evaluation system.

Placement options include:

1. If the evaluations and collected data established that the teacher now meets District expectations, the evaluator will place the teacher on tenured program. Goals for the next evaluation cycle will be completed. The evaluator will continue to work closely

with the teacher for a minimum of ninety days to provide on-going support through the transition after the intervention program placement.

2. If, in the judgment of the evaluator, sufficient progress toward meeting District expectations is being made, but performance does not yet meet these expectations, the intervention placement can be extended for ninety more days (optional). Only one consecutive ninety-day extension will be permitted.
3. If remediation efforts have resulted in insufficient progress toward meeting performance standards, then the Superintendent will make a determination as to what legal course to follow.

EXTENSION OF INTERVENTION FOR ANOTHER NINETY-DAY PERIOD

If the evaluator believes that continued placement on Intervention for a second ninety-day period is in the best interest of the teacher and the District, the evaluator may recommend to the Superintendent an extension of intervention track placement for the teacher.

If the Superintendent does not approve the extension, then the evaluator must make a decision to place the teacher on mastery track or recommend action by the superintendent.

If the Superintendent approves the extension, then these steps will be followed:

1. During the summative conference with the staff member, the evaluator will explain the extension.
2. The evaluator will revise the remediation objectives as necessary.
3. The evaluator will notify the Assistant Superintendent of the need for an assistance team. Members from the first assistance team may be requested to serve on the second team, or members with expertise in new areas indicated by revised objectives may be requested.
4. The selection/appointment of the team, development/revision of the remediation plan, etc., will proceed as detailed in the procedures for the initiation of Intervention.

TECHNICAL ASSISTANCE

PARTICIPANTS

This forty-five day program is for tenured teachers or non-tenured teachers who are experiencing difficulty in the areas of instructional process, student relations, or classroom management and may benefit by working with other teachers in solving the problems. The teacher receiving intervention will continue to be evaluated while Technical Assistance is provided.

INITIATION OF TECHNICAL ASSISTANCE

A teacher or a principal may initiate assistance. If an evaluator determines and has supporting documentation that a teacher's job performance does not meet district expectation in one or more of the areas listed above, then the evaluator will meet with the teacher and inform him/her that the principal would like the teacher to receive Technical Assistance. The evaluator will provide the teacher with a memorandum stating the areas in which the teacher is not meeting expectations and the specific goals for improvement (usually not more than three). If the teacher refuses Technical Assistance then the principal will have the teacher sign a statement saying that the principal requested the teacher to receive Technical Assistance, but the teacher declined the offer. This statement will be placed in the teacher's personnel file. If the teacher agrees to receive Technical Assistance, the evaluator will notify the Assistant Superintendent and the Personnel Director that the placement is being made.

A teacher may request that s/he receive assistance. The principal will determine if placement is appropriate and provide approval or disapproval of the request in writing to the teacher. Together, the principal and teacher will determine objectives to be accomplished during the forty-five days of Intervention.

GENERALIZATION OF ASSISTANCE TEAM

The Assistant Superintendent will generate a list of five potential members for the assistance team from the pool of assistance team members. The potential team members will have expertise in the area/s in which the teacher is experiencing difficulty. An attempt will be made to have at least one member of the team be from the same subject-matter area as the teacher.

The evaluator and the teacher will select three of the five potential assistance team members to serve on the assistance team. If consensus cannot be reached, the evaluator and the teacher will each strike one name, and the three people whose names remain will serve on the team. (It is not imperative that this be done at the conference if the teacher desires time think about this.)

NOTIFICATION OF ASSISTANCE TEAM

Same as for intervention

ASSISTANCE TEAM PROCEDURES (NON-EVALUATIVE)

The assistance team is designed to provide optimum support over a forty-five day period for a teacher as s/he strives to improve in the areas needing improvement. The team will participate in the development of a plan of activities, observe the teacher's performance, provide direct assistance as outlined in the plan, suggest further improvement activities, and provide the Technical Assistance teacher with feedback on progress. **TEACHERS ON THE ASSISTANCE TEAM WILL NOT EVALUATE THE TEACHER.**

ASSISTANCE TEACHER

The following outlines the procedures, which will be followed in Intervention:

1. Within five days of notification that they have been selected to be team members, the team members will meet with the teacher and the evaluator to discuss the areas in which improvement is required and review the performance objectives developed by the principal.
2. The assistance team members will meet individually with the teacher and arrange for times to conduct individual observations of the teacher. The observations are to be conducted within ten days of the notification of the team members.
3. Within fifteen days of notification of the team members, the team members will meet with the teacher and the evaluator to develop a remediation plan. The remediation plan must be based on the performance improvement objectives established by the evaluator (and teacher, if teacher-initiated) and designed for completion within forty-five working days. The plan will include specific improvement activities, timelines, and individual responsibilities of assistance team members, evaluator, and the teacher. All of these persons will sign and receive a copy of the completed remediation plan. The signatures indicate approval of the plan and its implementation.
4. The forty-five day period, the team members will record their efforts and complete their responsibilities. The teacher will keep a log of contacts with assistance team members and of activities conducted relevant to the remediation plan.
5. If, in the process of implementing the plan, team members believe that a major modification of the plan needs to be made, the team chairperson will contact the evaluator to schedule a conference to review and revise the plan. This conference will involve the teacher, the evaluator, and the team.
6. At the end of the forty-five day period, the assistance team chair will write a memorandum to the teacher and the principal summarizing the activities conducted during the forty-five days. The assistance team, evaluator, and the teacher will meet briefly

to review the memorandum, and then all will sign it. This summary will serve as the team's final report. The teacher may add written comments, if desired, within seven working days of signing the summary.

EVALUATOR'S RESPONSIBILITIES AND PROCEDURES (EVALUATIVE)

Throughout the forty-five days, the performance of the teacher will be monitored and documented by the evaluator.

A minimum of one formal observation by the evaluator will be required during the forty-five day remediation period, and one formal observation will be required immediately following the forty-five day period. Informal observations are not limited. Formal observations follow the contract. A post-observation conference is required for each formal observation.

At the conclusion of Intervention, the teacher will continue on the regular evaluation track to which s/he is assigned that year.

EXTENSION OF TECHNICAL ASSISTANCE

If the evaluator chooses (or approves) an extension, then these steps will be followed:

1. During the final post-observation conference with the staff member, the evaluator will inform the teacher that an extension of Technical Assistance is being made and the length of time of the extension.
2. The evaluator (and teacher, if teacher-initiated) will revise the remediation objectives as necessary.
3. The evaluator and teacher will determine if the same assistance team should be used or if some or all-new members should be chosen. If new members are needed, the original process of selecting assistance team members will be used.
4. The assistance team, evaluator, and the teacher will meet briefly to review the goals and to discuss activities, which will be conducted during the extension.

NO MORE THAN 90 TOTAL DAYS IS ALLOWED FOR ANY TEACHER'S BEING ON TECHNICAL ASSISTANCE.

APPLICATION FOR SUMMER SABBATICAL
INDIAN RIVER CENTRAL SCHOOL DISTRICT

NAME _____

**TEACHING
ASSIGNMENT/BUILDING** _____

OBJECTIVE/GOALS OF SUMMER COURSE WORK _____

COURSES (Finalized upon availability)	CREDITS	COLLEGE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

HOW WILL COURSE WORK BE OF BENEFIT TO SCHOOL DISTRICT?

SIGNATURE _____

DATE _____